Board Office Use: Legislative File Info.				
File ID Number	25-1289			
Introduction Date	06-25-2025			
Enactment Number				
Enactment Date				





Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Preston Thomas, Chief Systems & Services Officer Kenya Chatman, Executive Director of Facilities

Board Meeting Date: June 25, 2025

Subject Amendment No. 11 to Agreement for Engineering Services – Jensen Hughes, Inc.- Kaiser

Child Development Center Site Improvement & Evacuation Signage for Various School Sites

Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 11 to Agreement for

Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide fire alarm system consulting services and to witness fire and intrusion alarm testing conducted by the installing contractor during the 11-month observation period for the Kaiser Child Development Center Site Improvement Project, and for the Evacuation Signage for Various School Sites Project, in the additional amount of \$10,000.00, (Kaiser Child Development Center Site Improvement Project - \$5,000.00, and Evacuation Signage for Various School Sites Project - \$5,000.00), increasing the Agreement's not- to-exceed amount from \$681,172.00 to \$691,172.00. All other terms and conditions of the Agreement remain the

same and in full force and effect.

Discussion This Amendment is for extending the term of the Agreement an additional 365 days.

LBP (Local Business Participation Percentage)

Waived

Recommendation Approval by the Board of Education of Amendment No. 11 to Agreement for

Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide fire alarm system consulting services and to witness fire and intrusion alarm testing conducted by the installing contractor during the 11-month observation period for the Kaiser Child Development Center Site Improvement Project, and for the Evacuation Signage for Various School Sites Project, in the additional amount of \$10,000.00, (Kaiser Child Development Center Site Improvement Project - \$5,000.00, and Evacuation Signage for Various School Sites Project - \$5,000.00), increasing the Agreement's not- to-exceed amount from \$681,172.00 to \$691,172.00. All other terms and conditions of the Agreement remain the same and in full force and effect.

Fiscal Impact Fund 21 - Building Fund - Measure Y

Attachments Amendment No. 11, including Exhibits

Routing Form

www.ousd.k12.ca.us	



AMENDMENT NO. 11

AGREEMENT FOR ENGINEERING SERVICES

This Amendment is entered into between the Oakland Unified School District and Jensen Hughes ("Contractor") to amend the Engineering Services Agreement between the District and the Contractor dated April 11, 2024 ("Agreement"), for the Evacuation Signage for Various School Sites and Kaiser Child Development Site Improvement Project ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

1.		pe of work cha	The scope of work is <u>unchanged</u> . nged: Provide brief description of revised scerials, products, and/or reports; attach addition				
fire	The CONTRACTOR agrees to provide the following amended services: Intrusion Alarm Consulting Services and witness fire and intrusion alarm testing by installing a contractor 11-month after construction completion to re-certify functionality of systems, as further described in Exhibit A attached to this amendment.						
2.	If ter	m is changed:	ne term of the contract is <u>unchanged</u> . The contract term is extended by an add				
3.	-		he contract price is <u>unchanged</u> . n is changed: The not-to-exceed contra	☑ The contract price has <u>c</u> ct price is	hanged.		
			ed by <u>Ten Thousand Dollars and No/10</u>	<u>0 (\$10,000.00).</u>			
	Decreased by dollars and no/100 (\$). Prior to this amendment, the not to exceed contract price was <u>Six Hundred Eighty-One Thousand One Hundred Seventy-Two Dollars and No/100 (\$681,172.00)</u> , and after this amendment, the not-to-exceed contract price will be: <u>Six Hundred Ninety-One Thousand One Hundred Seventy-Two Dollars and No/100 (\$691,172.00)</u> .						
4. /	4. Amendment History: There are no previous amendments to this Agreement. X This contract has previously been amended as follows:						
	No.	Date	General Description of Reasor	ı for Amendment	Amount of Increase (Decrease)		
	01	5-8-2024	Compensation		\$92,870.00		
	02	5-8-2024	Compensation		\$26,600.00		
	02a	10-10-2024	Compensation		\$35,100.00		
	03	10-24-2024	Compensation		\$5,000.00		

Rev. 04.10.2025

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11-13-2024

12-11-2024

01-08-2025

Compensation

Compensation

Compensation

Contract No.	P O No	
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\$46,475.00

\$16,500.00

\$64,550.00

07	01-22-2025	Compensation	\$61,425.00
08	03-12-2025	Compensation	\$88,442.00
09	04-23-2025	Compensation	\$237,710.00
10	05-28-2024	Compensation	\$6,500.00

- 5. **No Further Modifications**. Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.
- **6. Entire Agreement.** This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.
- 7. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.
- 8. **Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

OAKLAND UNIFIED SCHOOL DISTRICT		CONTRACTOR: JENSEN HUGHES, INC.
Jennifer Brouhard, President, Board of Education	Date	Contractor Signature Date Manuelita E. David Team Leader + Senior Consultant Print Name, Title
Kyla Johnson-Trammell, Superintendent Secretary Board of Education	Date	Time Name, Tide
Proston Thomas (May 20, 2025 15:25 DDT)	05/28/2025	
Preston Thomas (May 28, 2025 15:35 PDT) Preston Thomas, Chief Systems & Services Officer,	Date	
Approval as to form:		
James Traber	05/22/2055	
James Traber, Esq. Facilities Counsel	Date	

EXHIBIT "A"Scope of Work for Amendment

Contractor Name: Jensen Hughes, Inc.

- 1. Detailed Description of Services to be provided: Intrusion Alarm Consulting Services and witness fire and intrusion alarm testing by installing a contractor 11-month after construction completion to re-certify functionality of systems, as further described in Exhibit A attached to this amendment.
- 2. Specific Outcomes:
- 3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full-service community district



May 8, 2025

Pamila Henderson
Oakland Unified School District
955 High Street
Oakland, CA 94601
pamilam.henderson@ousd.org
+1 925-335-6403

RE:

District Wide - Oakland, CA

Analysis of Fire Alarm System Notification Type

Dear Ms. Henderson,

Jensen Hughes (Consultant) has been requested by Oakland Unified School District (OUSD) (Client) Facilities to provide an analysis of the type of fire alarm notification system present in each of their campuses. Jensen Hughes will review project documentation for all existing campuses that Jensen Hughes has been involved with either as a fire alarm designer or as a consultant for OUSD. It will be assumed that if no work has been recorded at a school, that school has a non-voice (horn) fire alarm system.

Scope of Services

Jensen Hughes proposes to provide the following Scope of Services:

- Generate a list of campuses in the Oakland Unified School District. Based on the current 2024-2025
 Oakland District Run Schools, there are 82 district-run schools with a total of 108 OUSD facilities/campuses.
 Verify with OUSD that all sites are accounted for on the list.
- 2. Review past, existing and future fire alarm system projects involving Jensen Hughes. Develop an analysis to identify the type of fire alarm notification system currently provided at each OUSD campus.
- 3. Submit the analysis identifying the type of fire alarm notification system at each campus to OUSD.

Additional Services

Any other work requested by Client outside of the Services specified above shall be considered an "Additional Service" and will be conducted on a mutually-agreed-upon basis. When such work is requested, Jensen Hughes will submit an estimate of the cost to the Client for approval prior to commencing work.

1220 Concord Avenue, Suite 400 Concord. CA 94520 O: +1-925-938-3550 Additional work may include, but is not limited to:

- 1. Site visits to confirm the notification system present at each campus.
- 2. Verifying the notification system at schools not worked on by Jensen Hughes.

All services not specifically described in the Proposal are excluded from Consultant's Scope of Services.

Client Responsibilities

This proposal is based upon the Client performing the following activities:

- 1. Provide Jensen Hughes with a list of schools relevant to the project. These documents are for Jensen Hughes' use in providing consulting services. It is understood that Jensen Hughes will rely upon the accuracy of all documents and electronic data furnished.
- 2. Provide personnel familiar with the fire alarm systems at each school.
- 3. Provide Jensen Hughes with adequate notice to schedule and staff the anticipated scope efforts prior to project deadlines. Jensen Hughes requests 7 to 10 business days to complete drawing reviews, reports, etc.

Staffing

Consultant reserves the right to assign personnel on an "as-needed" basis or substitute equivalently experienced personnel upon prior written notice to Client. No increase in the budget or fee will be made for such a change in personnel without Client approval.

Professional Fees

The proposed Scope of Services above will be provided by Consultant for a not-to-exceed lump sum fee of \$5,000, including necessary expenses to perform our Scope of Services.

Payments

- + Jensen Hughes' preferred payment method is electronic. Wire and ACH information is provided on the attached Remittance Information sheet.
- Invoices will be submitted monthly using Jensen Hughes' standard invoice format. For Firm Fixed Price engagements, invoices will be submitted based on a percentage of completion or fixed amount by task. For Time and Materials engagements, invoices will be submitted based on the hours expended and agreed upon bill rates plus any expenses. Any deviation from the Jensen Hughes standard invoice format and submission process (including the use of customized billing formats and client portals for invoice submission) will result in a service fee of 1.5% over and above the agreed-upon fee.
- * Payment is due 30 days after receipt by the client or as agreed to per the Master Service Agreement (MSA).

 For any invoices remaining unpaid after the agreed upon due date, Jensen Hughes reserves the right to—
 pursue all available remedies, including, without limitation, charging a service fee of 1.5% per month,
 suspension of services, court costs, collection costs, reasonable attorneys' fees, expert fees, and all other
 costs allowed by law, which may be incurred by the Consultant in pursuit of unpaid invoices.

Terms + Conditions

Terms and conditions shall be in accordance with the Master Standby Agreement between the Oakland Unified School District and Jensen Hughes, Inc., dated April 11, 2024, and the applicable Amendments. To initiate our services, please provide an Amendment for execution.

If any terms set out in this Proposal conflict with the terms as set out in Exhibit A, Master Standby Agreement (MSA), the order of precedence shall be as follows:

- 1. Terms as per the Proposal
- 2. Exhibit A, MSA

Refer to Exhibit A (attached) for an executed copy of the MSA. In the event that the MSA cannot be applied to our services, Jensen Hughes Standard Terms + Conditions shall apply (refer to Exhibit B).

Should a Contract with different terms and conditions be provided by the Client, Jensen Hughes reserves the right to negotiate the terms of the Contract to our mutual satisfaction. Work authorized and carried out prior to negotiation of the Agreement will be performed under Jensen Hughes' Standard Terms and Conditions (Exhibit B) and will be paid in full without impact from/on negotiations of the Contract.

Miscellaneous

This proposal is valid for 90 days. All information contained in this proposal is considered proprietary and should not be shared without receiving written permission from Jensen Hughes. Authorization to proceed with the Scope of Services by Client shall constitute Client's acceptance of the Terms and Conditions attached hereto.

Jensen Hughes appreciates the opportunity to assist the Oakland Unified School District. If you have any questions, please contact me at +1 925-208-0599 or mdavid@jensenhughes.com.

Sincerely,

Jensen Hughes Manuelita & Douc

Manuelita E. David

Senior Consultant + Team Leader



May 15, 2025

Victor Manansala Project Manager Oakland Unified School District 955 High Street Oakland, CA 94601

victor.manansala@ousd.org

+1 415-680-4384

RE: Kaiser Elementary School, Early Childhood Center, 25 S. Hill Court - Oakland, CA Intrusion Alarm and Fire Alarm Consulting Services - 11 Month Warranty Observation

Jensen Hughes, Inc. (Consultant) is pleased to submit this proposal to provide intrusion alarm and fire alarm consulting services to the Oakland Unified School District (OUSD) (Client) for the referenced project.

The Client will be performing the 11-month fire alarm and intrusion alarm warranty testing at Kaiser Elementary School, Early Childhood Center. This warranty project will retest the complete intrusion alarm system and fire alarm system installed. The final completion testing was conducted on June 28, 2024.

The Client has requested Jensen Hughes' assistance with the intrusion alarm and fire alarm consulting services to observe the warranty testing of the intrusion alarm system and review of the fire alarm system warranty testing for conformance to the OUSD Standards.

Scope of Services

Jensen Hughes anticipates the following scope of services:

- 1. Witness one test of the complete intrusion alarm system, at around 11 months following the final completion of the system in accordance with its construction, at the project site with the installing contractor, and at their discretion, the Client and/or the OUSD Alarm Shop.
- Review one copy of Johnson Controls, Inc. (JCI) supervising station report for the testing period provided by OUSD Buildings & Grounds Alarm Shop. One site visit is included for the witness testing of the entire intrusion alarm system. It is assumed testing will be performed on a Saturday.
- 3. Provide one letter identifying observations and the results of the final intrusion alarm test to the Client.

1220 Concord Avenue, Suite 400 Concord, CA 94520 USA O: +1-925-938-3550 |

- 4. Review documentation identifying the results of one test of the complete fire alarm system at the project site. The testing shall be performed by JCI in accordance with the 2025 Edition of NFPA 72, National Fire Alarm and Signaling Code, Chapter 14 and OUSD's Fire Alarm Standards. Where required, the installing contractor, and at their discretion, the Client and/or the OUSD Alarm Shop shall observe the 11-month warranty testing. Testing will include the entire fire alarm system. No site visit is included for Jensen Hughes to witness the testing of the fire alarm system.
- 5. Review NFPA 72 testing documentation provided by JCI, including a copy of the supervising station report for the testing period. It is assumed that all testing documents will be submitted simultaneously for review. A total of one fire alarm system warranty test documentation review is included.
- 6. Provide a letter stating either concurrence that no deficiencies are noted, or identify corrections to be addressed under warranty by the contractor.
- 7. If necessary, provide one review of the intrusion and fire alarm system retesting documentation to verify necessary corrections or modifications have been addressed as a result of Jensen Hughes' letters.
- 8. Submit one letter of completion of the 11-month warranty testing. One letter will be provided for both fire and intrusion alarm systems to the Client.

Additional Services

Any other work requested by OUSD that is outside of the Services specified above shall be considered an "Additional Service" and will be conducted on a mutually-agreed-upon basis. When such work is requested, Jensen Hughes will submit an estimate of the cost to OUSD for approval prior to commencing work.

Additional work may include, but is not limited to:

- Meetings and surveys in addition to those specified in the Scope of Services.
- 2. Witness of the fire alarm testing performed by JCI beyond the Scope of Services.
- 3. Preparation of variances and attendance at hearings.
- 4. Design or review of any fire protection systems not listed in the Scope of Services.
- 5. Additional consulting services beyond those described in the Scope of Services.
- 6. Additional submittals, letters or reports beyond those specified in the Scope of Services.
- 7. Reproduction of design documents in excess of that identified in the Scope of Services.

All services not specifically described in the Scope of Services are excluded.

Client Responsibilities

Prior to and during testing, OUSD is responsible for the following:

- 1. Providing Jensen Hughes with access to all areas of the building for the purpose of witnessing the testing.
- 2. Ensuring systems are ready to commence testing immediately upon arrival of inspectors.
- 3. Providing portable radios.
- 4. Providing personnel familiar with the location and operation of the fire alarm and intrusion alarm systems.

- 5. Providing personnel properly equipped for testing the fire and intrusion alarm systems and devices.
- 6. Providing UL-listed canned smoke, magnets, flow gauges, Magnehelic pressure gauges, and all other equipment and materials required to test systems and devices.
- 7. Providing personnel with keys for access to all building spaces, elevator reset/bypass, fire alarm control panels, central station communicators, fire alarm wiring terminal cabinets, and annunciator panels.
- 8. Providing personnel capable of bypassing notification appliances and all auxiliary system control functions for portions of the test.
- 9. Providing personnel authorized to contact the OUSD Alarm Center and the supervising station to take intrusion alarm monitoring out-of-service for portions of the test.
- 10. Providing personnel familiar with the operation and location of air handling units, elevators, and other system interfaces, where applicable.
- 11. Providing at least two individuals for system testing. One person will operate the panel for signal identification and system resets. The second person will activate devices. Due to the need for disconnecting wires and devices for supervision testing, at least one of these individuals shall be a technician familiar with the installation.
- 12. Providing coordination of the project including, but not limited to, requesting site visits, scheduling testing, and paying any associated meeting fees with local authorities.
- 13. Providing Jensen Hughes with adequate notice to schedule and staff the anticipated scope efforts prior to project deadlines. Jensen Hughes requests 7 to 10 business days to attend site visits and complete deliverables, drawing reviews, reports, etc.

Professional Fees

The proposed Scope of Services above will be provided by Consultant for a not-to-exceed lump sum fixed fee of \$5,000, including necessary expenses to perform our Scope of Services.

Payments

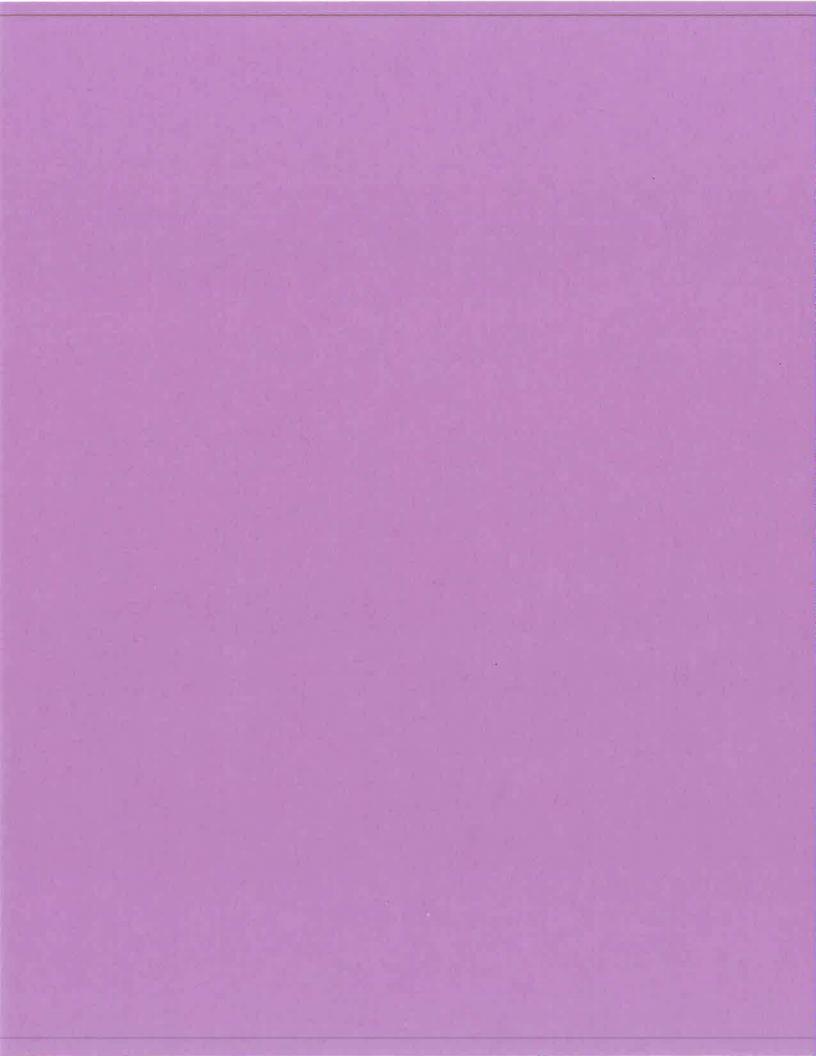
- Jensen Hughes' preferred payment method is electronic. Wire and ACH information is provided on the attached Remittance Information sheet.
- Invoices will be submitted on a monthly basis using Jensen Hughes' standard invoice format. For Firm Fixed Price engagements, invoices will be submitted based on a percent of completion or fixed amount by task. For Time and Materials engagements, invoices will be submitted based on hours expended and agreed upon bill rates plus any expenses. Any deviation from the Jensen Hughes standard invoice format and submission process (including the use of customized billing formats and client portals for invoice submission) will result in a service fee of 1.5% over and above the agreed-upon fee.
- Payment is due 30 days after receipt by the client or as agreed to per the Master Service Agreement (MSA). For any invoices remaining unpaid after the agreed upon due date, Jensen Hughes reserves the right to pursue all available remedies, including, without limitation, charging a service fee of 1.5% per month, suspension of services, court costs, collection costs, reasonable attorneys' fees, expert fees, and all other costs allowed by law, which may be incurred by the Consultant in pursuit of unpaid invoices



DIVISION OF FACILITIES DI ANNING & MANAGEMENT POLITING FORM

	DIV.	1310	N OF FAC	CILITIES P			AGEMENIK	OUTING	ORM
	Project Information								
	roject Kaiser Child Development Center Site Improvement ame Project and Evacuation Signage Various Sites Project			Site	918 & 812				
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S	ervices (cannot l	be provided		t is awarde		o <u>r</u> is entered by th ard.	e Superintend	ent pursuant to
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Che	cklist	x Woı	rkers compen	sation insurance	certification	unless vendor is	a sole provider		
					Contract	or Information			
Con	tractor N	ame	Jensen Hug	hes		Agency's Conta	ct Jason Boles		
	SD Vendo		002281			Title	Manager		
Stre	et Addres	ss	1220 Conco	rd Avenue, Ste. 4	100	City (Concord St	ate CA Z	ip 94520
	phone		510-566-210			Policy Expires			
	tractor H			een an OUSD co	ontractor?	Yes 🗌 No	Worked as an Ol	JSD employee	? ☐ Yes No ⊠
OUS	SD Projec	ct#	2112 & 221						
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				Approval a	and Routing	g (in order of app	proval steps)		
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doc	ument a	ffirms th	nat to your k	nowledge servi	ces were n	ot provided befo	ore a PO was issu	ıed.	_
	Divisio	n Head	d			Phone	510-535-7038	Fax	510-535-7082
1. Executive Director of Facilities									
"-	3'					Date			
Signature Approved									
General Counsel, Facilities 2. Signature Date 05/22/2025									
			Traber				05/22/20	25	
	_		//	000 Office			Approved		
	Chief	system	s and Servi	ces Officer			1		
3.	Signat	ure	VO	Ž~~		_	Date 0	5/28/2025	
			reston Thom	as (May 28, 2025	15-35 PDT)	•	Approved		

	Chief Financial Officer					
4.	Signature	Date Approved				
	President, Board of Education					
5.	Signature	Date Approved				



Board Office Use: Legislative File Info.				
File ID Number	25-1166			
Introduction Date	05-28-2025			
Enactment Number	25-0858			
Enactment Date	5/28/2025 os			





Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Preston Thomas, Chief Systems & Services Officer Kenya Chatman, Executive Director of Facilities

Board Meeting Date: May 28, 2025

Subject Amendment No. 10, Agreement for Engineering Services – Jensen Hughes, Inc.- Oakland

International High School Intrusion Alarm Consulting Services Project – Division of

Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 10, Agreement for Engineering

Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide Intrusion Alarm Consulting Services for the **Oakland International High** School Intrusion Alarm Consulting Services Project (\$3,500.00) and for the Laurel Child **Development Center Modernization Project** (\$3,00.00) as further described in Exhibit A of the Amendment, incorporated herein by reference as though fully set forth, in the additional amount of \$6,500.00, increasing the Agreement's not- to-exceed amount from \$674,672.00 to \$681,172.00. All other terms and conditions of the Agreement remain in

full force and effect.

Discussion This Amendment is for engineering design services and intrusion alarm consulting

services.

LBP (Local Business Participation Percentage)

Waived

Recommendation Approval by the Board of Education of Amendment No. 10, Agreement for Engineering

Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide Intrusion Alarm Consulting Services for the Oakland International High School Intrusion Alarm Consulting Services Project (\$3,500.00) and for the Laurel Child Development Center Modernization Project (\$3,00.00) as further described in Exhibit A of the Amendment, incorporated herein by reference as though fully set forth, in the additional amount of \$6,500.00, increasing the Agreement's not- to-exceed amount from \$674,672.00 to \$681,172.00. All other terms and conditions of the Agreement remain in

full force and effect.

Fiscal Impact Fund 21 - Building Fund - Measure B

Attachments Amendment No. 10, including Exhibits

Routing Form

File ID's: 25-0658; 25-0252 24-3015; 24-2783; 24-2758; 24-2526; 24-1935; 23-2852; 24-1923; 24-

0953; 44-0950 & 24-0194



AMENDMENT NO. 10

AGREEMENT FOR ENGINEERING SERVICES

This Amendment is entered into between the Oakland Unified School District and Jensen Hughes ("Contractor") to amend the Engineering Services Agreement between the District and the Contractor dated April 11, 2024 ("Agreement"), for the Oakland International High School Intrusion Alarm Consulting Services Project and Laurel Child Development Center Modernization Project ("Project"), as set forth below and in the Exhibit A attached hereto and incorporated herein by this reference:

			· · · · · · · · · · · · · · · · · · ·	,		
1.		ope of work cha	The scope of work is <u>unchanged</u> . The scope anged: Provide brief description of revised scope of work incluerials, products, and/or reports; attach additional pages as necessary.			
fir	e and intri	usion alarm te	provide the following amended services: Intrusion Alarm Cesting by installing a contractor 11-month after constr as further described in Exhibit A attached to this ame	ruction completion to re-certify		
2.	If ter	m is changed	The term of the contract is <u>unchanged</u> . The term of the contract term is extended by an additional	the contract has <u>changed</u> and the amended		
3.	Compen	sation:	The contract price is <u>unchanged</u> . ☑ The contra	ct price has <u>changed.</u>		
	If the	e compensation	on is changed: The not-to-exceed contract price is			
		☑ Increase	sed by Six Thousand Five Hundred Dollars No/100 (\$6	<u>.500.00).</u>		
	Decreased by dollars and no/100 (\$).					
	Prior to this amendment, the not to exceed contract price was <u>Six Hundred Seventy-Four Thousand Six Hundred Seventy-Two Dollars No/100 (\$674,672.00)</u> , and after this amendment, the not-to-exceed contract price will be: <u>Six Hundred Eighty-One Thousand One Hundred Seventy-Two Dollars No/100 (\$681,172.00)</u> .					
4.	Amendme	ent History:				
	There are no previous amendments to this Agreement. X This contract has previously been amended as follows:					
	No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)		
	01	5-8-2024	Compensation	\$92,870.00		
	02	5-8-2024	Compensation	\$26.600.00		

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
01	5-8-2024	Compensation	\$92,870.00
02	5-8-2024	Compensation	\$26,600.00
02a	10-10-2024	Compensation	\$35,100.00
03	10-24-2024	Compensation	\$5,000.00
04	11-13-2024	Compensation	\$46,475.00
05	12-11-2024	Compensation	\$16,500.00
06	01-08-2025	Compensation	\$64,550.00

Rev. 04.10.2025

Contract No.	P.O. No.	

07	01-22-2025	Compensation	\$61,425.00
08	03-12-2025	Compensation	\$88,442.00
09	04-23-2025	Compensation	\$237,710.00

- 5. **No Further Modifications**. Except as expressly modified by this Amendment, all other terms and condition of the Agreement remain unmodified and in full force and effect. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.
- 6. Entire Agreement. This Amendment, together with the Agreement and any prior amendments thereto, constitutes the entire agreement between the parties concerning the Project and the subject matter hereof and superseded any prior or contemporaneous oral or written discussions, representations, or agreements regarding the same. No modification or waiver of any provision of this Amendment shall be binding unless in writing and signed by both parties.
- 7. Approval: This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.
- 8. **Authority.** Each party represents and warrants that is has full legal authority to enter into this Amendment and that the individuals executing this Amendment on behalf of the respective parties have been duly authorized to do so.

OAKLAND UNIFIED SCHOOL DISTRICT	5/29/2025	CONTRACTOR: JENSEN HUGHES, INC.
Jennifer Brouhard, President, Board of Education	Date	Contractor Signature Date Manuelita E. David,
If a glandamed	5/29/2025	Team Leader + Senior Consultant Print Name, Title
Kyla Johnson-Trammell, Superintendent Secretary Board of Education	Date	
Poor	05/02/2025	
Preston Thomas (May 2, 2025 07:09 PDT) Preston Thomas, Chief Systems & Services Officer,	Date	
Approval as to form:		
ames Traber	04/30/2025	
James Traber, Esq. Facilities Counsel	Date	

EXHIBIT "A" Scope of Work for Amendment

Contractor Name: Jensen Hughes, Inc.

- 1. Detailed Description of Services to be provided: Intrusion Alarm Consulting Services and witness fire and intrusion alarm testing by installing a contractor 11-month after construction completion to re-certify functionality of systems, as further described in Exhibit A attached to this amendment.
- 2. Specific Outcomes:
- 3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full-service community district





Memorandum:

Date: Apr 14, 2025

To: Colland Jang, Brijan Patel

CC: Kenya Chatman, David Colbert, Pranita Ranbhise, Mark Newton, Ty Taylor, Juanita Hunter, Shonda Scott,

Shonnell Frost-Gibbs From: Tiffany Knuckles

Subject: LBU Memo - Districtwide - Scope Specific - Fire Alarm, Intrusion Alarm & Fire Protection Engineering

Services

Greetings Mr. Jang and Mr. Patel,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: Prior to the Issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be walved, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

Site: Districtwide

Scope: Fire Alarm, Intrusion Alarm, Fire Protection Engineering Consultant Services

Analysis:

An availability analysis has been conducted for Fire Alarm, Intrusion Alarm, & Fire Protection Engineering Services with scopes in educational (Pre-K-12) environments, to determine the availability of certified firms to meet local business utilization on projects. Based on this analysis, it is determined that due to the limited availability of local certified firms certified for this scope, it is recommended that the District walve the entire 50% LBU requirement.

LBU Recommendation:

Expiration:

Full LBU Waiver •)

2 Years •)

Please note that updated analyses may be completed on an annual basis, as needed. If there are any questions, please feel free to contact our team at any time.

Sincerely,

Tiffany Knuckies

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance





March 31, 2025

Brijan Patel
Project Engineer
Oakland Unified School District
955 High Street
Oakland, CA 94601
brijan.patel@ousd.org
+1 602-549-8285

RE:

Oakland International High School, 4521 Webster Street - Oakland, CA Intrusion Alarm Consulting Services - 11 Month Warranty Observation

Dear Mr. Patel,

Jensen Hughes, Inc. (Consultant) is pleased to submit this proposal to provide intrusion alarm consulting services to the Oakland Unified School District (OUSD) (Client) for the referenced project.

The Client will be performing the 11-month intrusion alarm warranty testing at Oakland International High School campus. This warranty project will retest 100% of the new intrusion alarm system installed under OUSD project number 21115. The final test was conducted on November 21, 2023. OUSD has stated that all intrusion alarm descriptions are to match the approved fire alarm system point descriptions. Oakland International High School personnel have since revised room use, impacting both the fire and intrusion alarm fixed signage and room descriptions, expanding the required scope of the 11-month warranty testing. OUSD has requested Jensen Hughes' assistance to observe the warranty testing of the intrusion alarm system for conformance to the OUSD Standards and to review any changes in the fire alarm point descriptions.

Scope of Services

Jensen Hughes proposes to provide the following scope of services:

- 1. Witness one test of the complete intrusion alarm system, at around 11 months following the final completion of the system in accordance with its construction, at the Oakland International High School with the installing contractor, and at their discretion, the Client and/or the OUSD Alarm Shop. Testing will include the entire intrusion alarm system. OUSD B&G Alarm Shop shall provide a copy of Johnson Controls, Inc. (JCI) supervising station report for the testing period.
- 2. Provide one letter identifying observations and the results of the warranty test. Submit the letter to the Client.

1220 Concord Avenue, Suite 400 Concord, CA 94520 USA O: +1-925-938-3550 |

- One observation site visit is included for the testing of the intrusion alarm system. It is assumed testing will be performed on a Saturday.
- 4. Review the existing fire alarm system points descriptions provided by JCI, to confirm all intrusion alarm point descriptions and fixed signage are coordinated in accordance with OUSD Standards. The review will follow the final completion of the fire alarm system programming for any additional changes required by the Client in accordance with the replacement of fixed signage provided by the contractor, at Oakland International High School.
 - JCI shall provide a copy of the JCI supervising station report and a printout from the fire alarm control unit (FACU) for the testing period.
- Review the documentation provided to verify the results of the final test. Provide either concurrence that no deficiencies are noted, or address corrections to be provided by the contractor under the warranty. No site visit is included for the testing of the fire alarm system.
 - It is assumed testing will be performed during one test by JCl and all testing documents will be submitted simultaneously for review. A total of one warranty test documentation review is included.
- If requested by the Client, review documentation for up to one retest of the fire and/or the intrusion alarm system to verify any necessary corrections or modifications made to the fire or intrusion alarm systems as a result of the observations letter provided have been addressed. Jensen Hughes will confirm corrections are complete and final.
- 7. Submit one letter of completion for the 11-month warranty testing of the intrusion alarm system to the Client.

Additional Services

Any other work requested by Client outside of the Services specified above shall be considered an "Additional Service" and will be conducted on a mutually-agreed-upon basis. When such work is requested, Jensen Hughes will submit an estimate of the cost to the Client for approval prior to commencing work.

Additional work may include, but is not limited to:

- 1. Meetings and surveys in addition to those specified in the Scope of Services.
- 2. Witness of the fire alarm testing performed by JCI beyond the Scope of Services.
- 3. Preparation of variances and attendance at hearings.
- 4. Design or review of any fire protection systems not listed in the Scope of Services.
- 5. Additional consulting services beyond those described in the Scope of Services.
- 6. Additional submittals, letters or reports beyond those specified in the scope of services.
- 7. Reproduction of design documents in excess of that identified in the Scope of Services.

All services not specifically described in the Proposal are excluded from Consultant's Scope of Services.

Client Responsibilities

This proposal is based upon the Client performing the following activities:

- 1. Provide Jensen Hughes access to all areas of the building for the purpose of conducting the site visits and witnessing tests.
- 2. Ensure systems are ready to commence testing immediately upon arrival of inspectors.
- Provide portable radios.
- 4. Provide personnel familiar with the location and operation of the fire alarm and intrusion alarm systems.
- 5. Provide personnel properly equipped for testing the fire and intrusion alarm systems and devices.
- 6. Provide UL-listed canned smoke, magnets, flow gauges, magnahelic pressure gauges, and all other equipment and materials required to test systems and devices.
- Provide personnel with keys for access to all building spaces, elevator reset/bypass, fire alarm control panels, central station communicators, fire alarm wiring terminal cabinets, and annunciator panels.
- 8. Provide personnel capable of bypassing notification appliances and all auxiliary system control functions for portions of the test.
- 9. Provide personnel authorized to contact the OUSD Alarm Center and the supervising station to take fire alarm monitoring out-of-service for portions of the test.
- 10. Provide personnel familiar with the operation and location of air handling units, elevators, and other system interfaces, where applicable.
- 11. Provide at least two individuals for system testing. One person will operate the panel for signal identification and system resets. The second person will activate devices. Due to the need for disconnecting wires and devices for supervision testing, at least one of these individuals shall be a technician familiar with the installation.
- 12. Coordination of the project including, but not limited to, requesting site visits, scheduling testing, and paying any associated meeting fees with local authorities.
- 13. Provide Jensen Hughes with adequate notice to schedule and staff the anticipated scope efforts prior to project deadlines. Jensen Hughes requests 7 to 10 business days to attend site visits and complete deliverables, drawing reviews, reports, etc.

Professional Fees

The proposed Scope of Services above will be provided by Consultant for a lump sum not-to-exceed fee of \$3,500, including necessary expenses to perform our Scope of Services.

Payments

 Jensen Hughes' preferred payment method is electronic. Wire and ACH information is provided on the attached Remittance Information sheet.

- Invoices will be submitted on a monthly basis using Jensen Hughes' standard invoice format. For Firm Fixed Price engagements, invoices will be submitted based on a percent of completion or fixed amount by task. For Time and Materials engagements, invoices will be submitted based on hours expended and agreed upon bill rates plus any expenses. Any deviation from the Jensen Hughes standard invoice format and submission process (including the use of customized billing formats and client portals for invoice submission) will result in a service fee of 1.5% over and above the agreed-upon fee.
- Payment is due 30 days after receipt by the Client or as agreed to per the Master Service Agreement (MSA). For any invoices remaining unpaid after the agreed upon due date, Jensen Hughes reserves the right to pursue all available remedies, including, without limitation, charging a service fee of 1.5% per month, suspension of services, court costs, collection costs, reasonable attorneys' fees, expert fees, and all other costs allowed by law, which may be incurred by the Consultant in pursuit of unpaid invoices

Terms + Conditions

Terms and conditions shall be in accordance with the Master Standby Agreement between the Oakland Unified School District and Jensen Hughes, Inc., dated April 11, 2024, and the applicable Amendments. To initiate our services, please provide an Amendment for execution.

If any terms set out in this Proposal conflict with the terms as set out in Exhibit A, Master Standby Agreement (MSA), the order of precedence shall be as follows:

- 1. Terms as per the Proposal
- 2. Exhibit A, MSA

Refer to Exhibit A (attached) for an executed copy of the MSA. In the event that the MSA cannot be applied to our services, Jensen Hughes Standard Terms + Conditions shall apply (refer to Exhibit B).

Miscellaneous

This proposal is valid for 90 days. All information contained in this proposal is considered proprietary and should not be shared without receiving written permission from Jensen Hughes. Authorization to proceed with the Scope of Services by Client shall constitute Client's acceptance of the Terms and Conditions attached hereto.

Jensen Hughes appreciates the opportunity to assist Oakland Unified School District. If you have any questions, please contact me at +1 925-208-0601 or issun.boles@jensenhughes.com.

Sincerely.

Jensen Hughes

Jasun Boles Consultant

Attachments: Remittance Information, Exhibit A, Exhibit B



April 17, 2025

Mary Ledezma
Oakland Unified School District
955 High Street
Oakland, CA 94601
mary.ledezma@ousd.org
+1 510-499-4447

RE:

Laurel Child Development Center, 3825 California Street - Oakland, CA Fire Alarm and Intrusion Alarm Consulting Services – 11-Month Warranty Observation

Dear Ms. Ledezma,

Jensen Hughes, Inc. (Consultant) is pleased to submit this proposal to provide fire alarm and intrusion alarm consulting services to the Oakland Unified School District (OUSD) (Client) for the referenced project.

The Client will be performing the 11-month fire alarm and intrusion alarm warranty testing at the Laurel Child Development Center. This warranty project will retest the complete fire alarm and intrusion alarm systems installed. The final completion for the intrusion alarm testing was conducted on August 1, 2024, and the final fire alarm testing was conducted on August 2, 2024.

The Client has requested Jensen Hughes' assistance with fire alarm and intrusion alarm consulting services to observe the warranty testing of the fire alarm and intrusion alarm system for conformance with the OUSD Standards. Jensen Hughes is assuming that the testing for the intrusion and fire alarm systems will be conducted on separate days.

Scope of Services

Jensen Hughes proposes to provide the following scope of services:

INTRUSION ALARM WARRANTY TESTING

- Witness one test of the complete intrusion alarm system, at around 11 months following the final completion
 of the system in accordance with its construction, at the project site with the installing contractor, and at their
 discretion, the Client and/or the OUSD Alarm Shop.
- Review one copy of Johnson Controls, Inc. (JCI) supervising station report for the testing period provided by OUSD B&G Alarm Shop. One site visit is included for the testing of the entire intrusion alarm system. It is assumed testing will be performed on a Saturday.

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- 3. If necessary, provide one letter to the Client identifying corrections and deficiencies observed as a result of the intrusion alarm 11-month warranty test.
- 4. If necessary, provide one review of the intrusion alarm system retesting documentation to verify necessary corrections or modifications have been addressed as a result of Jensen Hughes' letter.
- 5. Submit one letter of completion of the 11-month warranty testing. One letter will be provided for the intrusion alarm system to the Client.

FIRE ALARM WARRANTY TESTING

- The testing shall be performed by JCI in accordance with the 2022 Edition of NFPA 72, National Fire Alarm and Signaling Code, Chapter 14 and OUSD's Fire Alarm Standards. Where required, the installing contractor, and at their discretion, the Client and/or the OUSD Alarm Shop shall observe the 11-month warranty testing. Testing will include the entire fire alarm system. No site visit is included for Jensen Hughes to witness the testing of the fire alarm system.
- Review NFPA 72 testing documentation provided by JCI, including a copy of the supervising station report for the testing period. It is assumed that all testing documents will be submitted simultaneously for review. A total of one fire alarm system warranty test documentation review is included.
- Provide a letter stating either concurrence that no deficiencies are noted, or identify corrections to be addressed under warranty by the contractor.
- 4. If necessary, provide one review of the fire alarm system retesting documentation to verify necessary corrections or modifications have been addressed as a result of Jensen Hughes' letter.
- 5. Submit one letter of completion of the 11-month warranty testing. One letter will be provided for the fire alarm system to the Client.

Additional Services

Any other work requested by Client outside of the Services specified above shall be considered an "Additional Service" and will be conducted on a mutually-agreed-upon basis. When such work is requested, Jensen Hughes will submit an estimate of the cost to the Client for approval prior to commencing work.

Additional work may include, but is not limited to:

- Meetings and surveys in addition to those specified in the Scope of Services.
- Witness of the fire alarm testing performed by JCI beyond the Scope of Services.
- Preparation of variances and attendance at hearings.
- Design or review of any fire protection systems not listed in the Scope of Services.
- Additional consulting services beyond those described in the Scope of Services.
- Additional submittals, letters, or reports beyond those specified in the Scope of Services.
- 7. Reproduction of design documents in excess of that identified in the Scope of Services.

All services not specifically described in the Proposal are excluded from Consultant's Scope of Services.

Client Responsibilities

This proposal is based upon the Client performing the following activities:

- 1. Provide Jensen Hughes access to all areas of the building for the purpose of witnessing the testing.
- Provide coordination and contracting for 11-month warranty testing of the fire alarm system with JCI.
- 3. Ensure systems are ready to commence testing immediately upon arrival of inspectors.
- 4. Provide portable radios.
- 5. Provide personnel familiar with the location and operation of the fire alarm and intrusion alarm systems.
- 6. Provide personnel properly equipped for testing the fire and intrusion alarm systems and devices.
- 7. Provide UL-listed canned smoke, magnets, flow gauges, magnahelic pressure gauges, and all other equipment and materials required to test systems and devices.
- 8. Provide personnel with keys for access to all building spaces, elevator reset/bypass, fire alarm control panels, central station communicators, fire alarm wiring terminal cabinets, and annunciator panels.
- Provide personnel capable of bypassing notification appliances and all auxiliary system control functions for portions of the test.
- Provide personnel authorized to contact the OUSD's supervising station to take fire alarm monitoring out-ofservice for portions of the test.
- 11. Provide personnel familiar with the operation and location of air handling units, elevators, and other system interfaces, where applicable.
- 12. Provide at least two individuals for system testing. One person will operate the panel for signal identification and system resets. The second person will activate devices. Due to the need for disconnecting wires and devices for supervision testing, at least one of these individuals shall be a technician familiar with the installation.
- 13. Coordination of the project including, but not limited to, requesting site visits, scheduling testing, and paying any associated meeting fees with local authorities.
- 14. Provide Jensen Hughes with adequate notice to schedule and staff the anticipated scope efforts prior to project deadlines. Jensen Hughes requests 7 to 10 business days to attend site visits and complete deliverables, drawing reviews, reports, etc.

Professional Fees

The proposed Scope of Services above will be provided by Consultant for a lump sum fixed fee of \$3,000, including necessary expenses to perform our Scope of Services.

Payments

 Jensen Hughes' preferred payment method is electronic. Wire and ACH information is provided on the attached Remittance Information sheet.

- + Invoices will be submitted on a monthly basis using Jensen Hughes' standard invoice format. For Firm Fixed Price engagements, invoices will be submitted based on a percent of completion or fixed amount by task. For Time and Materials engagements, invoices will be submitted based on hours expended and agreed upon bill rates plus any expenses. Any deviation from the Jensen Hughes standard invoice format and submission process (including the use of customized billing formats and client portals for invoice submission) will result in a service fee of 1.5% over and above the agreed-upon fee.
- + Payment is due 30 days after receipt by the client or as agreed to per the Master Service Agreement (MSA). For any invoices remaining unpaid after the agreed upon due date, Jensen Hughes reserves the right to pursue all available remedies, including, without limitation, charging a service fee of 1.5% per month, suspension of services, court costs, collection costs, reasonable attorneys' fees, expert fees, and all other costs allowed by law, which may be incurred by the Consultant in pursuit of unpaid invoices

Terms + Conditions

Terms and conditions shall be in accordance with the Master Standby Agreement between the Oakland Unified School District and Jensen Hughes, Inc., dated April 11, 2024, and the applicable Amendments. To initiate our services, please provide an Amendment for execution.

If any terms set out in this Proposal conflict with the terms as set out in Exhibit A, Master Standby Agreement (MSA), the order of precedence shall be as follows:

- 1. Terms as per the Proposal
- 2. Exhibit A, MSA

Refer to Exhibit A (attached) for an executed copy of the MSA. In the event that the MSA cannot be applied to our services, Jensen Hughes Standard Terms + Conditions shall apply (refer to Exhibit B).

Miscellaneous

This proposal is valid for 90 days. All information contained in this proposal is considered proprietary and should not be shared without receiving written permission from Jensen Hughes. Authorization to proceed with the Scope of Services by Client shall constitute Client's acceptance of the Terms and Conditions attached hereto.

Jensen Hughes appreciates the opportunity to assist Oakland Unified School District. If you have any questions, please contact me at +1 925-208-0601 or jasun.boles@jensenhughes.com.

Sincerely.

Jensen Hughes

,́Jásun Boles Consultant

Attachments: Remittance Information, Exhibit A, Exhibit B



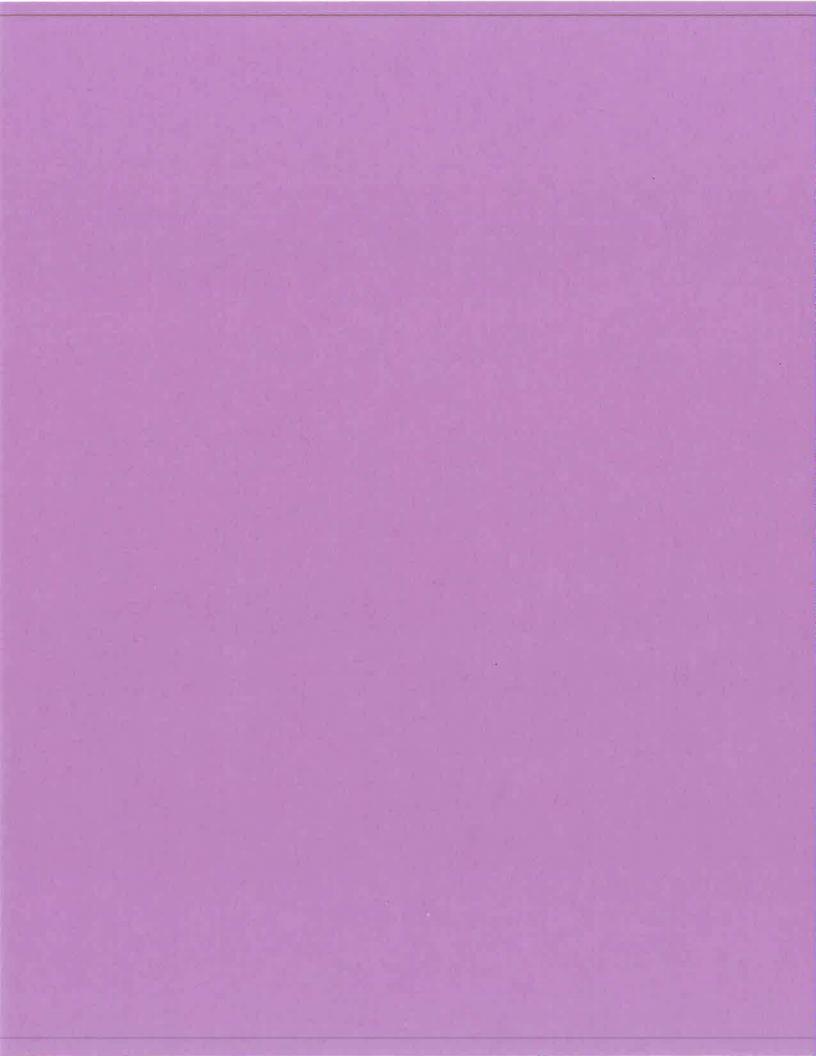
DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information						
Project Name	Oak International HS Intrusion Alarm Project Laurel Child Development Center Modernization	Site	353 & 131			
	Basic Directions					
Services ca	Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board.					
Attachment x Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 x Workers compensation insurance certification, unless vendor is a sole provider						

Contractor Information								
Contractor Name	e Jensen Hughes Agency's Contact Jason Boles							
OUSD Vendor ID#	002281 Title Manager							
Street Address	1220 Concord Avenue, Ste. 400	City Conco		ncord	State	CA	Zip	94520
Telephone	925-938-3550	Policy Expires	3					
Contractor History	r History							
OUSD Project #	21103 & 17126							

		Term	of Original/Amended Contract		
	te Work Will Begin (i.e., ective date of contract) Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) 06-30-2025				
			New Date of Contract End (If Any)		
		Compe	ensation/Revised Compensation		
If New Contra Contract Price	act, Total e (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)		
Pay Rate Per	Hour (If Hourly)	\$	If Amendment, Change in Price \$6,500.00		
Other Expens	ses		Requisition Number		
			Budget Information		
If you ar	e planning to multi-fui	nd a contract using	g LEP funds, please contact the State and Federal Office <u>befo</u>	o <u>re</u> completing	requisition.
Resource #	Funding Source		Org Key		Amount
9399/9849 9650/9750	Fund 21 Measure Fund 21 Measure	-	9399-0-9849-8500-6289-353-9180-9901-9999-21103 9650-0-9750-8500-6274-131-9180-9905-9999-17126	6289 6274	\$3,500.00 \$3,000.00

	Approval and Routing (in order of approval steps)				
	s cannot be provided before the contract is fully approved and a Purchas s were not provided before a PO was issued.	se Order is issu	ued. Signing this docu	ıment affirms that	to your knowledge
	Division Head	Phone	510-535-7038	Fax	510-535-7082
1.	Executive Director, Facilities				
	Signature S		Date Approved 0	1-May-2025	
2.	Counsel, Facilities Chatman (May 1, 2025 13:40 PDT)				
۷.	Signature James Traber		Date Approved	04/30/2025	
	Chief Systems and Services Officer				
3.	Signature ·		Date Approved 0	2-May-2025	
	Chief Financial Officer Preston Thomas (May 2, 2025 07:09 PDT)				
4.	Signature		Date Approved		
	President, Board of Education				
5.	Signature		Date Approved		



Board Office Use: Legislative File Info.						
File ID Number	25-0658					
Introduction Date	04-23-2025					
Enactment Number	25-0583					
Enactment Date	4/23/2025 os					





Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Preston Thomas, Chief Systems & Services Officer Kenya Chatman, Executive Director of Facilities

Board Meeting Date: April 23, 2025

Subject Amendment No. 9 to Agreement for Engineering Services – Jensen Hughes, Inc.-

Garfield Middle School Site Renovation Project - Division of Facilities Planning and

Management

Action Requested Approval by the Board of Education of Amendment No. 9 to Agreement for Engineering

Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter

to provide Sprinkler Consulting Services (\$72,710.00) and Fire & Intrusion Alarm System Consulting Services (\$165,000.00) for the **Garfield Elementary School Site**

Renovation Project as further described in Exhibit A of the Amendment, in the additional amount of \$237,710.00 increasing the Agreement's not- to-exceed amount from \$436,962.00 to \$674,672.00. All other terms and conditions of the Agreement

remain in full force and effect.

Discussion This Amendment is for engineering design services and fire & intrusion alarm consulting

services.

LBP (Local Business Participation Percentage)

Waived

Recommendation Approval by the Board of Education of Amendment No. 9 to Agreement for Engineering

Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide Sprinkler Consulting Services (\$72,710.00) and Fire & Intrusion Alarm

System Consulting Services (\$165,000.00) for the Garfield Elementary School Site Renovation Project as further described in Exhibit A of the Amendment, in the additional

amount of \$237,710.00 increasing the Agreement's not- to-exceed amount from

\$436,962.00 to \$674,672.00. All other terms and conditions of the Agreement remain in

full force and effect.

Fiscal Impact Fund 21 - Building Fund - Measure Y

Attachments Amendment No. 9, including Exhibits

Routing Form

File ID: 25-0252 24-3015; 24-2783; 24-2758; 24-2526; 24-1935; 23-2852; 24-1923; 24-0953;

24-0950 & 24-0194



AMENDMENT NO. 9

AGREEMENT FOR ENGINEERING SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Jensen Hughes, Inc.</u> OUSD entered into an agreement with CONTRACTOR for services on **April 11, 2024** ("Agreement"), and the parties agree to amend the Agreement for the Services with **the Garfield Elementary School Site Renovation Project** as follows and in the attached Exhibit A:

1.		pe of work cha	The scope of work is <u>unchanged.</u> nged: Provide brief description of revised sorials, products, and/or reports; attach addition		
Fir	e & Intrus	sion Alarm Sys	provide the following amended services: Spetem Consulting Services (\$165,000. Ther described in Exhibit A attached to	00) for the Garfield Elemer	
2.	If ter	,	ne term of the contract is <u>unchanged</u> . The contract term is extended by an ac		
3.	-		he contract price is <u>unchanged</u> .	☑ The contract price has cl	nanged.
	If the	compensatio	n is changed: The not-to-exceed contra	act price is	
			ed by <u>Two Hundred Thirty-Seven Tho</u> 0) including a contingency fee of Twe		
		☐ Decreas	ed by dollars and no	/100 (\$).	
	<u>s</u>	Sixty-Two Dolla	ent, the not to exceed contract price was ars No/100 (\$436,962.00) and after this eventy-Four Thousand Six Hundred Se	amendment, the not-to-exce	ed contract price will be:
			All other provisions of the Agreement, and as originally stated.	d prior Amendment(s) if any,	shall remain unchanged
5. /	Amendme	ent History:			
	☐ Th	nere are no prev	ious amendments to this Agreement. X	This contract has previously b	een amended as follows:
	No.	Date	General Description of Reason	n for Amendment	Amount of Increase (Decrease)
	01	5-8-2024	Compensation		\$92,870.00
	02	5-8-2024	Compensation		\$26,600.00
	02a	10-10-2024	Compensation		\$35,100.00

99069.002 Rev. 10/30/08

10-24-2024

Compensation

03

Contract No.	P.O. No.
Contract No.	F.O. NO.

\$5,000.00

04	11-13-2024	Compensation	\$46,475.00
05	12-11-2024	Compensation	\$16,500.00
06	01-08-2025	Compensation	\$64,550.00
07	01-22-2025	Compensation	\$61,425.00
08	03-12-2025	Compensation	\$88,442.00

6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

OAKLAND UNIFIED SCHOOL DISTRICT		CONTRACTOR: JENSEN HUGH
Journ Ind	4/24/2025	Manuelita E. Don
Jennifer Brouhard, President, Board of Education	Date	Contractor Signature Manuelita E. David,
Wagnerfound	4/24/2025	Team Leader + Senior Consultant Print Name, Title
Kyla Johnson-Trammell, Superintendent Secretary Board of Education	Date	
(Mar 20, 2025 16:30 PDT)	Mar 20, 2025	
Preston Thomas, Chief Systems & Services Officer,	Date	
Approval as to form:		
James Traber	03/18/2025	
James Traber, Esq. Facilities Counsel	Date	

EXHIBIT "A"Scope of Work for Amendment

Contractor Name: Jensen Hughes, Inc.

- 1. Detailed Description of Services to be provided: to provide Sprinkler Consulting Services (\$72,710.00) and Fire & Intrusion Alarm System Consulting Services (\$165,000.00) for the Garfield Site Renovation Project, attached to this amendment as part of Exhibit A.
- 2. Specific Outcomes:
- 3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers	
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools	
X Create equitable opportunities for learning	x Accountable for quality	
0 High quality and effective instruction	0 Full-service community district	

2. Phase II, Existing Buildings Modernization. The design team will develop plans for the modernization of the existing main building and two existing portable modular classrooms. The main building is a two-story building, approximately 73,000 square feet in area and is currently protected by a Simplex 4020 fire alarm panel and an unknown older model Bosch system. The Existing Buildings Modernization design is anticipated to be submitted to the Division of the State Architect (DSA) for a June 2025 submittal application date. Project construction is anticipated for more than 2 years, from July 2026 through July 2028.

The Existing Buildings Modernization is proposed to be fully sprinklered and be provided with automatic detection and emergency voice evacuation and paging capability as required by the most current OUSD Standards. The Existing Buildings Modernization will include a new Simplex 4100ES fire alarm control unit and Bosch DACT and intrusion alarm system. The new fire and intrusion alarm system control units will be located within the Administration area in accordance with OUSD Standards. The new fire and intrusion alarm system is not intended to protect the Interim Housing temporary portables but could be integrated to utilize existing equipment and the existing Interim Housing central station account. The Existing Buildings Modernization project (Phase II) will be a separate DSA submittal from the Interim Housing project (Phase I).

The modernization of Garfield Elementary School was defined by the design team during the project pre-design meeting. The pre-design meeting was held on Thursday November 7, 2024, at 955 High Street in Oakland. The basis of this proposal is for a new fire alarm system and a new intrusion alarm system to be designed for the Interim Housing, modernization of the existing main building and existing portable classrooms. Work related to fire srpinklers is provided under a separate proposal. Design and construction are anticipated to start in Q1 of 2025. A 42-month construction period is anticipated.

The Client has requested Jensen Hughes' assistance in reviewing the project's fire and intrusion alarm designs to verify compliance with the California Building and Fire Codes (CBC and CFC) and the latest OUSD design standards, participation in meetings, and to witness testing of the fire and intrusion alarm systems.

Scope of Services

Jensen Hughes proposes to provide the following scope of services:

PHASE I, INTERIM HOUSING

- 1. Review fire and intrusion alarm drawings, datasheets, specifications, for compliance with the applicable California Building and Fire Codes, Division of the State Architect (DSA) Guidelines, NFPA 72 National Fire Alarm and Signaling Code requirements, and latest OUSD Fire and Intrusion Alarm Standards. Plan reviews will be limited to fire and intrusion alarm systems only. Jensen Hughes will provide a review letter. Drawing reviews are estimated to begin in Q1 of 2025. Three reviews are included: one 100% Design Development (DD) plan review, one 75% Construction Documents (CD) plan review, and one 100% CD back check review. At the request of OUSD, the review includes one review of the 100% project specifications for the Interim Housing fire and intrusion alarm project.
- 2. Provide fire alarm and intrusion alarm systems consulting regarding issues that may arise during construction. Consulting time may be used for participation in meetings, review of Construction Change Documents (CCDs), Architect's Supplemental Instructions (ASIs), or for providing recommendations/solutions. A total of 8 hours is included.

- Attend one pre-design, one pre-construction, two pre-pull, and two pre-device connection on-site meetings
 with the selected contractor and the Client. Meetings shall be arranged by the Client. Six meetings are
 included.
- 4. Witness the pre-test and final acceptance test of the fire alarm and intrusion alarm systems with the Client, Contractor, OUSD Alarm Shop, and the Inspector of Record (IOR). Results of the tests will be recorded and submitted to the Client. Four site visits to witness testing are included as follows:
 - Witness one (1) fire alarm system pre-test.
 - Witness one (1) intrusion alarm system pre-test.
 - Witness one (1) fire alarm system final acceptance test.
 - Witness one (1) intrusion alarm system final acceptance test.

PHASE II, EXISTING BUILDINGS MODERNIZATION

- 1. Review fire and intrusion alarm drawings, datasheets, specifications, for compliance with the applicable California Building and Fire Codes, Division of the State Architect (DSA) Guidelines, NFPA 72 National Fire Alarm and Signaling Code requirements, and the latest OUSD Fire and Intrusion Alarm Standards. Plan reviews will be limited to fire and intrusion alarm systems only. Jensen Hughes will provide a written report of plan review comments. Drawing reviews are estimated to begin in Q2 of 2025. Three reviews are included: one 100% DD plan review, one 75% CD plan review, and one 100% CD back check review. At the request of OUSD, the review includes one review of the 100% project specifications for the Existing Buildings Modernization fire and intrusion alarm project.
- 2. Provide fire alarm and intrusion alarm systems consulting regarding issues that may arise during construction. Consulting time may be used for participation in meetings, review of Construction Change Documents (CCDs), Architect's Supplemental Instructions (ASIs), or for providing recommendations/solutions. A total of 16 hours is included.
- Attend one pre-design, one pre-construction, two pre-pull, and two pre-device connection on-site meetings
 with the selected contractor and the Client. Meetings shall be arranged by the Client. A total of six meetings
 are included.
- 4. Witness the pre-test and final acceptance test of the fire alarm and intrusion alarm systems with the Client, Contractor, OUSD Alarm Shop, and the Inspector of Record (IOR). Results of the tests will be recorded and submitted to the Client. Four visits to witness testing are included as follows:
 - Witness one (1) fire alarm system pre-test.
 - Witness one (1) intrusion alarm system pre-test.
 - Witness one (1) fire alarm system final acceptance test.
 - Witness one (1) intrusion alarm system final acceptance test.
- 5. Witness testing of the fire and intrusion alarm systems in the main building and remaining two portables following the demolition of the interim housing portable classrooms with the Client, Contractor, OUSD Alarm Shop, and the Inspector of Record (IOR). At least 10% of the fire and intrusion alarm systems will be retested. Results of the tests will be recorded and submitted to the Client. One visit to witness final acceptance testing is included.

11-MONTH WARRANTY TESTS

- 1. Witness one complete test of the complete fire alarm and intrusion alarm system, at around 11 months following the final completion of each system, at the Garfield Elementary School campus with the installing contractor, and at their discretion, the Client and/or the OUSD Alarm Shop. Testing will include all devices associated with the fire alarm and intrusion alarm systems. One site visit is included for fire alarm testing and one site visit is included for intrusion alarm system testing.
- Prepare one letter for each warranty test for the fire and intrusion alarm systems. The letter will identify observations made during the testing and any deficiencies noted, Submit letters to the Client.
- 3. If required, witness one retest of the fire alarm system and one retest of the intrusion alarm system for any corrections or modifications made to the system as a result of the observations letters provided by Jensen Hughes to confirm corrections are complete and final.
- 4. Submit one letter of completion for the warranty testing of each system to the Client.

OWNER'S CONTINGENCY

- The Client has requested a 10% contingency budget for any unforeseen circumstances that arise during the project. Contingency budget will only be used if approved by the Client in advance of performing services. Contingency services can include the following:
 - a. Additional meetings.
 - b. Additional site visits.
 - c. Additional witnessing of testing to retest deficiencies during any phase of the project.
 - Other additional services not included in the Scope of Services described herein.

Additional Services

Any other work requested by Client outside of the Services specified above shall be considered an "Additional Service" and will be conducted on a mutually-agreed-upon basis. When such work is requested, Jensen Hughes will submit an estimate of the cost to the Client for approval prior to commencing work.

Additional work may include, but is not limited to:

- 1. Performing additional site visits beyond the Scope of Services.
- 2. Attending additional meetings beyond the Scope of Services.
- 3. Witnessing additional system tests beyond the Scope of Services.
- 4. Preparation of building and fire code analysis and appeals.
- 5. Review of additional resubmitted shop drawings or construction change orders.
- 6. Review of requests for payment from the contractor.
- Additional construction observation visits beyond the Scope of Services.
- 8. Additional time for system acceptance testing beyond that noted in Scope of Services resulting from contractor's delays or deficiencies.
- 9. Evaluation of the existing fire alarm or intrusion alarm systems.

- 10. Fire alarm or intrusion alarm design, testing, and consulting beyond the Scope of Services.
- 11. Automatic sprinkler system design, testing, and consulting.
- Preparation of DSA submittals or verified reports.
- 13. Professional engineer reviewing or stamping of documents or drawings.
- Architectural services, mechanical, structural, or civil engineering and consulting.
- 15. Special hazard or kitchen hood fire suppression system design, testing, and consulting.
- Building code and accessibility consultation.
- 17. Smoke control system design and testing/special inspection.
- 18. Additional submittals beyond those described in the Scope of Services.

All services not specifically described in the Proposal are excluded from Consultant's Scope of Services.

Client Responsibilities

This proposal is based upon the Client performing the following activities:

- Provide Jensen Hughes with PDF file copies of all drawings, including existing as-built intrusion alarm, fire
 alarm, fire protection system, architectural, structural, mechanical, electrical, and fixture plans, and other
 information pertaining to design of the project. These documents are for Jensen Hughes' use in preparing
 the drawings and specifications. It is understood that Jensen Hughes will rely upon the accuracy of all
 documents and electronic data furnished.
- 2. Coordination of the project including, but not limited to, requesting site visits, scheduling meetings, and paying any associated meeting and approval fees with local authorities.
- Provide Jensen Hughes with access to all areas of the building for the purpose of conducting the site visits and witnessing tests.
- 4. Ensure systems are ready to commence testing immediately upon the arrival of inspectors.
- 5. All prior approvals from regulatory agencies must be onsite including, but not limited to, approved permit drawings and shop drawings documentation. In addition, copies of all permits, variances, waivers, or other types of agreements concerning the project must be available for review prior to testing.
- 6. Provide portable radios.
- 7. Provide personnel familiar with the location and operation of the fire alarm and intrusion alarm systems.
- 8. Provide personnel properly equipped for testing the fire and intrusion alarm systems and devices.
- 9. Provide UL-listed canned smoke, magnets, flow gauges, magnahelic pressure gauges, and all other equipment and materials required to test systems and devices.
- 10. Provide personnel with keys for access to all building spaces, elevator reset/bypass, fire alarm control panels, central station communicators, fire alarm wiring terminal cabinets, and annunciator panels.
- 11. Provide personnel capable of bypassing notification appliances and all auxiliary system control functions for portions of the test.
- 12. Provide personnel authorized to contact the OUSD Alarm Center and remote station to take fire alarm monitoring out-of-service for portions of the test.

2. Phase II, Existing Buildings Modernization. The design team will develop plans for the modernization of the existing main building and two existing portable modular classrooms. The main building is a two-story building, approximately 73,000 square feet in area. The Existing Buildings Modernization design is anticipated to be submitted to the Division of the State Architect (DSA) for a June 2025 submittal application date. Project construction is anticipated for more than 2 years, from July 2026 through July 2028.

The Existing Buildings Modernization is proposed to be fully sprinklered in accordance with the most current California Fire Codes and OUSD Standards and be provided with automatic detection and emergency voice evacuation and paging capability as required by the most current OUSD Standards. The Existing Buildings Modernization will include a full automatic wet sprinkler system. The new sprinkler system is not intended to protect the Interim Housing (Phase I) temporary portables. The Existing Buildings Modernization project (Phase II) will be a separate DSA submittal from the Interim Housing project (Phase II).

The modernization of Garfield Elementary School was defined by the design team during the project pre-design meeting. The pre-design meeting was held on Thursday November 7, 2024, at 955 High Street in Oakland. One additional pre-design meeting for the sprinkler protection design approach has yet to be scheduled. Design and construction are anticipated to start in Q1 of 2025. A 30-month construction period is anticipated. A 42-month construction period is anticipated.

The Client has requested Jensen Hughes' assistance in reviewing the project's fire sprinkler designs to verify compliance with the California Building and Fire Codes (CBC and CFC) and OUSD design standards and participation in meetings.

Scope of Services

Jensen Hughes proposes providing the following scope of services:

PHASE I, INTERIM HOUSING

No scope of services is anticipated for Phase 1, Interim Housing.

PHASE 2, EXISTING BUILDINGS MODERNIZATION

- Attend one pre-design meeting on site at 955 High Street with the Client, QKA and their sprinkler design consultants. One meeting is included.
- 2. Review fire sprinkler shop drawings, datasheets, and specifications for compliance with the applicable California Building and Fire Code, Division of the State Architect (DSA) Guidelines, NFPA 13 Standard for the Installation of Sprinkler Systems requirements, and OUSD Fire Sprinkler Standards if applicable (the most updated version of OUSD standards to be provided by OUSD). Plan reviews will be limited to NFPA 13 overhead wet-pipe fire sprinkler systems only. Jensen Hughes will provide a written report of plan review comments. Drawing reviews are estimated to begin in Q2 of 2025. Up to three reviews are included: one 100% Design Development (DD) plan review, one 75% Construction Documents (CD) plan review, and one 100% CD back check review.
- Provide fire sprinkler systems consulting regarding issues that may arise during construction on an asneeded basis. Consulting time may be used for participation in meetings, review of Construction Change Documents (CCDs), Architect's Supplemental Instructions (ASIs), or for providing recommendations/solutions. A total of 16 hours is included.

- 4. Attend one pre-design, one pre-construction, and two on-site meetings during installation with the selected contractor and the Client. Meetings shall be arranged by the Client. Four meetings are included.
- If needed, witness the hydrostatic test and final acceptance test of the fire sprinkler systems with the Client, Contractor, and the Inspector of Record (IOR). Results of the tests will be recorded and submitted to the Client. Two site visits to witness testing are included.
- 6. Provide up to 20 hours of general fire protection consulting. General consulting may include review of fire protection system questions, hose pull distances, fire department connections, discussions with the Client, and/or meetings with the authority having jurisdiction. These hours may also be utilized to discuss fire access or other fire protection issues on an as-requested basis.

OWNER'S CONTINGENCY

- The Client has requested a 10% contingency budget for any unforeseen circumstances that arise during the course of the project. Contingency budget will only be used if approved by the Client in advance of performing services. Contingency services can include the following:
 - a. Additional meetings.
 - b. Additional site visits.
 - c. Additional witnessing of testing to retest deficiencies during any phase of the project.
 - d. Other additional services not included in the Scope of Services described herein.

Additional Services

Any other work requested by Client outside of the Services specified above shall be considered an "Additional Service" and will be conducted on a mutually-agreed-upon basis. When such work is requested, Jensen Hughes will submit an estimate of the cost to the Client for approval prior to commencing work.

Additional work may include, but is not limited to:

- 1. Performing additional site visits beyond the Scope of Services.
- Attending additional meetings beyond the Scope of Services.
- Witnessing additional system tests beyond the Scope of Services.
- 4. Underground fire water services.
- Standpipe review services.
- 6. Fire pump review services.
- 7. Fire Department Connection (FDC) or hydrant review services.
- 8. Review of coordination of trades. Review of coordination and conflicts of specific trades is not included in the Scope of Services. It is anticipated that the installing contractor shall properly coordinate all trades during review of drawings, including but not limited to framing, plumbing, electrical, HVAC/ductwork, foundation, drainage, etc.
- 9. Preparation of building and fire code analysis and appeals.
- 10. Review of additional resubmitted shop drawings or construction change orders.
- 11. Review of requests for payment from the contractor.

- 12. Additional construction observation visits beyond the Scope of Services.
- Additional time for system acceptance testing beyond that noted in Scope of Services resulting from contractor's delays or deficiencies.
- 14. Evaluation of the existing fire sprinkler systems.
- 15. Fire sprinkler design, testing, and consulting beyond the Scope of Services.
- 16. Fire and intrusion alarm system design, testing, and consulting.
- 17. Preparation of DSA submittals or verified reports.
- 18. Professional engineer review or stamping of documents or drawings.
- 19. Architectural services, mechanical, structural, or civil engineering and consulting.
- 20. Special hazard or kitchen hood fire suppression system design, testing, and consulting.
- 21. Building code and accessibility consultation.
- 22. Smoke control system design and testing/special inspection.
- 23. Additional submittals beyond those described in the Scope of Services.

All services not specifically described in the Proposal are excluded from Consultant's Scope of Services.

Client Responsibilities

This proposal is based upon the Client performing the following activities:

- Provide Jensen Hughes PDF file copies of all drawings, including existing as-built fire protection and fire
 alarm system, architectural, structural, mechanical, electrical, and fixture plans, and other information
 pertaining to design of the project. These documents are for Jensen Hughes' use in reviewing the drawings
 and specifications provided for review. It is understood that Jensen Hughes will rely upon the accuracy of all
 documents and electronic data furnished.
- 2. Coordination of the project including, but not limited to, requesting site visits, scheduling meetings, and paying any associated meeting and approval fees with local authorities.
- 3. Provide Jensen Hughes with access to all areas of the building for the purpose of conducting the site visits and witnessing tests and identified within the Scope of Services.
- 4. Ensure systems are ready to commence testing immediately upon arrival of personnel.
- 5. All prior approvals from regulatory agencies must be onsite including, but not limited to, approved permit drawings and shop drawings documentation. In addition, copies of all permits, variances, waivers, or other types of agreements concerning the project must be available for review prior to testing.
- 6. Provide portable radios.
- 7. Provide personnel familiar with the location and operation of the fire sprinkler systems.
- 8. Provide personnel properly equipped for testing the fire sprinkler system.
- Provide UL-listed hydrostatic flow testing kits, and all other equipment and materials required to test systems.

- 10. Provide personnel with keys for access to all building spaces, elevator reset/bypass, fire alarm control units, central station communicators, post indicator valves, supervisory control values and outside stem and yoke (OS&Y) that are locked by chain, and annunciator panels.
- 11. Provide personnel capable of bypassing notification appliances and all auxiliary system control functions for portions of the test.
- 12. Provide personnel authorized to contact the OUSD Alarm Center and remote station to take fire alarm monitoring out-of-service for portions of the test.
- 13. Provide personnel familiar with the operation and location of air handling units, elevators, and other system interfaces, where applicable.

Professional Fees

The proposed Scope of Services above will be provided by Consultant for a lump sum not-to-exceed fee \$72,710, including necessary expenses to perform our Scope of Services. The fee is broken out as follows:

Phase or Activity	Fees
Phase I, Interim Housing	\$0
Phase II, Existing Buildings Modernization	\$63,100
Hydro-static Testing Observations	\$3,000
Subtotal	\$66,100
Owner Contingency	\$6,610
Total	\$72,710

Payments

- Jensen Hughes' preferred payment method is electronic. Wire and ACH information is provided on the attached Remittance Information sheet.
- Invoices will be submitted on a monthly basis using Jensen Hughes' standard invoice format. For Firm Fixed Price engagements, invoices will be submitted based on a percent of completion or fixed amount by task. For Time and Materials engagements, invoices will be submitted based on hours expended and agreed upon bill rates plus any expenses. Any deviation from the Jensen Hughes standard invoice format and submission process (including the use of customized billing formats and client portals for invoice submission) will result in a service fee of 1.5% over and above the agreed-upon fee.
- Payment is due 30 days after receipt by the client or as agreed to per the Master Service Agreement (MSA). For any invoices remaining unpaid after the agreed upon due date, Jensen Hughes reserves the right to pursue all available remedies, including, without limitation, charging a service fee of 1.5% per month, suspension of services, court costs, collection costs, reasonable attorneys' fees, expert fees, and all other costs allowed by law, which may be incurred by the Consultant in pursuit of unpaid invoices.

- 13. Provide personnel familiar with the operation and location of air handling units, elevators, and other system interfaces, where applicable.
- 14. Provide at least two individuals for fire and intrusion alarm system testing. One person will remain at the panel for signal identification and system resets. The second person will activate devices. Due to the need for disconnecting wires and devices for supervision testing, at least one of these individuals shall be a technician familiar with the installation.

Professional Fees

The proposed Scope of Services above will be provided by Consultant for a lump sum not-to-exceed fee of \$165,000, including necessary expenses to perform our Scope of Services. The fee is broken out as follows:

Phase or Activity	Fees
Phase I, Interim Housing	\$63,000
Phase II, Existing Buildings Modernization	\$76,000
11-Month Warranty Testing	\$11,000
Subtotal	\$150,0 00
Owner's Contingency	\$15,000
Total	\$165,000

Payments

- + Jensen Hughes' preferred payment method is electronic. Wire and ACH information is provided on the attached Remittance Information sheet.
- + Invoices will be submitted on a monthly basis using Jensen Hughes' standard invoice format. For Firm Fixed Price engagements, invoices will be submitted based on a percentage of completion or fixed amount by task. For Time and Materials engagements, invoices will be submitted based on the hours expended and agreed upon bill rates plus any expenses. Any deviation from the Jensen Hughes standard invoice format and submission process (including the use of customized billing formats and client portals for invoice submission) will result in a service fee of 1.5% over and above the agreed-upon fee.
- Payment is due 30 days after receipt by the client or as agreed to per the Master Service Agreement (MSA). For any invoices remaining unpaid after the agreed upon due date, Jensen Hughes reserves the right to pursue all available remedies, including, without limitation, charging a service fee of 1.5% per month, suspension of services, court costs, collection costs, reasonable attorneys' fees, expert fees, and all other costs allowed by law, which may be incurred by the Consultant in pursuit of unpaid invoices.



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

	DIV.	1310	NOFFA	CILITIES P		NG & MANA	AGEMENT I	100	IINGI	UKM
					Projec	t Information				
Proj Nam		Garfie	ld Elementa	ry School Site F	Renovation	Project	Site	11	8	
					Basio	c Directions				
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I	chment cklist					ertificates and end unless vendor is		ntract is	over \$15	,000
					Contract	tor Information				
Con	tractor Na	ame	Jensen Hug	hes		Agency's Contac	t Jason Boles			
OUS	SD Vendo	or ID#	002281			Title	Manager			
Stre	et Addres	ss		rd Avenue, Ste. 4	.00		Concord S	State	CA Z	ip 94520
	phone		510-566-210			Policy Expires				
	tractor Hi			een an OUSD co	ntractor?	Yes 🗌 No	Worked as an C	USD e	employee?	P☐ Yes No 🗵
OUS	SD Projec	t#	22102							
				Term	of Origii	nal/Amended	l Contract			
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Res	ource #		unding ource			Org Key			Object Code	Amount
965	5/9867	Fund 21	Measure Y	210-9655-0-986	7-8500-628	39-118-9180-9906	-9999-22102		6289	\$237,710.00
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	Divisio					Phone	510-535-703		Fax	510-535-7082
1.	Execu	tive Dir	ector of Fa	cilities						
'-	Signat	urg 🔏	tman (Mar 20, 2025 1.	5:35 PDT)			Date Approved	Mar	20, 2025	5
	Genera	al Cour	nsel, Facili	ties						
2.	Signat	ure	ames Ti	raber			Date Approved	0:	3/19/202	5
	Chief S	System	s and Servi	ces Officer						
3	restrigitati	Mar 20, 20:	25 16:30 PDT)				Date Approved		Mar 20,	2025
	Chief F	inanci	al Officer							

4.	Signature	Date Approved	
	President, Board of Education		
5.	Signature	Date Approved	

Amendment No. 8 File Id No. 25-0252

Board Office Use: Legislative File Info.		
File ID Number	25-0252	
Introduction Date	03-12-2025	
Enactment Number	25-0313	
Enactment Date	3/12/2025 CJH	





Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Preston Thomas, Chief Systems & Services Officer Kenya Chatman, Executive Director of Facilities

Board Meeting Date: March 12, 2025

Subject Amendment No. 8 to Agreement for Engineering Services – Jensen Hughes, Inc. - Hintil

Kuu Child Development Center Fire and Intrusion Alarm Project and Coliseum College

Preparatory Academy Expansion Project - Division of Facilities Planning and

Management

Action Requested Approval by the Board of Education of Amendment No. 8, Agreement for Engineering

Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide fire alarm system consulting services for the **Hintil Kuu Child Development Center Fire and Intrusion Alarm Project**, and for the **Coliseum College Preparatory Academy Expansion Project** as further described in Exhibit A of the Amendment, in the additional amount of \$88,442.00 (Hintil Kuu Child Development Center Fire and Intrusion Alarm Project \$5,775.00, and Coliseum College Preparatory Academy Expansion Project \$82,667.00) increasing the Agreement's not-to-exceed amount from \$348,520.00 to \$436,962.00. All other terms and conditions of the Agreement remain in full force and

effect.

Discussion This Amendment is for engineering design services and fire & intrusion alarm consulting

services.

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education of Amendment No. 8, Agreement for Engineering

Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide fire alarm system consulting services for the Hintil Kuu Child Development Center Fire and Intrusion Alarm Project, and for the Coliseum College Preparatory Academy Expansion Project as further described in Exhibit A of the Amendment, in the additional amount of \$88,442.00 (Hintil Kuu Child Development Center Fire and Intrusion Alarm Project \$5,775.00, and Coliseum College Preparatory Academy Expansion Project \$82,667.00) increasing the Agreement's not-to-exceed amount from \$348,520.00 to \$436,962.00. All other terms and conditions of the Agreement remain in

full force and effect.

Fiscal Impact Fund 21 - Building Fund -Measure Y & J

Attachments Amendment No. 8, including Exhibits

Routing Form

File ID: 24-3015; 24-2783; 24-2758; 24-2526; 24-1935; 23-2852; 24-1923; 24-0953;

24-0950 & 24-0194



AMENDMENT NO. 8

AGREEMENT FOR ENGINEERING SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Jensen Hughes, Inc.</u> OUSD entered into an agreement with CONTRACTOR for services on **January 25, 2024** ("Agreement"), and the parties agree to amend the Agreement for the Services with the Hintil Kuu Child Development Center Fire and Intrusion Alarm Project and Coliseum College Preparatory Academy Expansion Project as follows and in the attached Exhibit A:

Acau	ешу Ехра	nsion Project as	s follows and in the attached Exhibit A.		
1.	Services	: 🗆	The scope of work is <u>unchanged</u> .		changed.
			nged: Provide brief description of reviserials, products, and/or reports; attach a		on of expected final results,
Chil	d Developr	ment Center Fire	provide the following amended services and Intrusion Alarm Project \$5,775.00, ped in Exhibit A attached to this amend	and Coliseum College Preparatory A	services for the Hintil Kuu cademy Expansion Project
2.	Terms (d	uration): 🛛 T	he term of the contract is <u>unchanged</u> .	☐ The term of the contract I	has <u>changed</u> .
			The contract term is extended by a	an additional	<u>,</u> and the amended
3.	Compen	sation: 🗆 🗆	he contract price is <u>unchanged</u> .	☑ The contract price has c	hanged.
	If the	compensatio	n is changed: The not-to-exceed o	ontract price is	
		Increase	ed by <u>Eighty-Eight Thousand Fou</u>	r Hundred Forty-Two Dollars N	o/100 (\$88,442.00).
		☐ Decreas	sed by dollars an	d no/100 (\$).	
	H	lundred Twen	ment, the not to exceed contract p ty Dollars No/100 (\$348,520.00) a Indred Thirty-Six Thousand Nine I	nd after this amendment, the not	to exceed contract price
			All other provisions of the Agreemen t as originally stated.	t, and prior Amendment(s) if any,	shall remain unchanged
5.	Amendme	ent History:			
	☐ Th	nere are no prev	rious amendments to this Agreement	. X This contract has previously b	een amended as follows:
	No.	Date	General Description of F	Reason for Amendment	Amount of Increase (Decrease)
	01	5-8-2024	Compensation		\$92,870.00
	02	5-8-2024	Compensation		\$26,600.00

99069.002 Rev. 10/30/08

02a

03

04

10-10-2024

10-24-2024

11-13-2024

Compensation

Compensation

Compensation

Contract No.	P.O. No.

\$35,100.00

\$5,000.00

\$46,475.00

05	12-11-2024	Compensation	\$16,500.00
06	01-08-2025	Compensation	\$64,550.00
07	01-22-2025	Compensation	\$61,425.00

6. Approval: This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

OAKLAND UNIFIED SCHOOL DISTRICT		CONTRACTOR: JENSEN HUGHES	, INC.
January bank	3/13/2025		2/7/2025
Jennifer Brouhard, President, Board of Education	Date	Contractor Signature	Date
Ough.	0//0/000	Jasun Boles, Senior Consultant	
Selfhorobande	3/13/2025	Print Name, Title	
Kyla Johnson-Trammell, Superintendent Secretary Board of Education	Date		
ton Thomas (Feb 13, 2025 16:58 PST)	Feb 13, 2025		
Preston Thomas, Chief Systems & Services Officer,	Date		
Approval as to form:			
James Traber	2/7/2025		
James Traber, Esq. Facilities Counsel	Date		

EXHIBIT "A" Scope of Work for Amendment

Contractor Name: Jensen Hughes, Inc.

- 1. Detailed Description of Services to be provided: to provide fire alarm system consulting services for the Hintil Kuu Child Development Center Fire and Intrusion Alarm Project \$5,775.00, and Coliseum College Preparatory Academy Expansion Project \$82,667.00, attached to this amendment as part of Exhibit A.
- 2. Specific Outcomes:
- 3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full-service community district



December 20, 2024

John Esposito
Facilities Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601
john.esposito@ousd.org
+1 510-535-7049

RE:

Hintil Kuu Ca Child Development Center, 11850 Campus Drive - Oakland, CA Fire Alarm and Intrusion Alarm Consulting Services - 11 Month Warranty Observation

Dear Mr. Esposito,

Jensen Hughes, Inc. (Consultant) is pleased to submit this proposal to provide fire alarm and intrusion alarm consulting services to the Oakland Unified School District (OUSD) (Client) for the referenced project.

The Client will be performing the 11-month fire alarm and intrusion alarm warranty testing at Hintil Kuu Ca Child Development Center (CDC). This warranty project will retest the complete fire alarm and intrusion alarm system installed. The final completion testing was conducted on November 2, 2024.

The Client has requested Jensen Hughes' assistance with fire alarm and intrusion alarm consulting services to observe the warranty testing of the fire alarm and intrusion alarm system for conformance to the OUSD Standards.

Scope of Services

Jensen Hughes proposes to provide the following scope of services:

1. Witness one test of the complete fire alarm and intrusion alarm systems, at around 11 months following the final completion of each system in accordance with their construction, at the Hintil Kuu Ca CDC with the installing contractor, and at their discretion, the Client and/or the OUSD Alarm Shop. Testing will include the entire fire alarm and intrusion alarm systems. One letter identifying the results of the warranty test will be recorded and submitted to the Client. One site visit is included for the testing of both the fire alarm and intrusion alarm systems. It is assumed testing will be performed on a Saturday. A total of one warranty test is included.

1220 Concord Avenue, Suite 400 Concord, CA 94520 USA O: +1-925-938-3550 |

- As required, witness up to one retest of the fire and/or the intrusion alarm systems for any corrections or modifications made to the systems as a result of the observations letter provided by Jensen Hughes to confirm corrections are complete and final.
- 3. Submit one letter of completion for the warranty testing of both systems to the Client.

Additional Services

Any other work requested by Client outside of the Services specified above shall be considered an "Additional Service" and will be conducted on a mutually-agreed-upon basis. When such work is requested, Jensen Hughes will submit an estimate of the cost to the Client for approval prior to commencing work.

Additional work may include, but is not limited to:

- 1. Meetings and surveys in addition to those specified in the Scope of Services.
- 2. Additional consulting services beyond those described in the Scope of Services.
- 3. Additional submittals, letters or reports beyond those specified in the Scope of Services.

All services not specifically described in the Proposal are excluded from Consultant's Scope of Services.

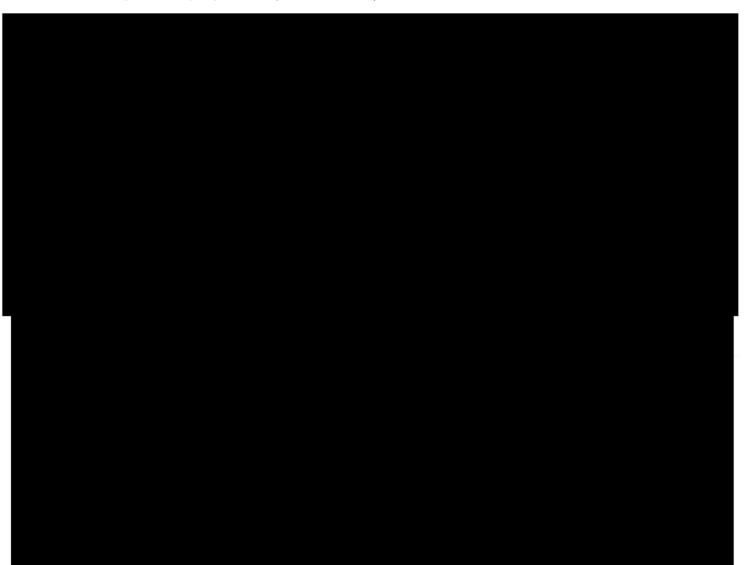
Client Responsibilities

This proposal is based upon the Client performing the following activities:

- Provide Jensen Hughes access to all areas of the building for the purpose of conducting the site visits and witnessing tests.
- 2. Ensure systems are ready to commence testing immediately upon arrival of inspectors.
- 3. Provide portable radios.
- Provide personnel familiar with the location and operation of the fire alarm and intrusion alarm systems.
- 5. Provide personnel properly equipped for testing the fire and intrusion alarm systems and devices.
- 6. Provide UL-listed canned smoke, magnets, flow gauges, magnahelic pressure gauges, and all other equipment and materials required to test systems and devices.
- 7. Provide personnel with keys for access to all building spaces, elevator reset/bypass, fire alarm control panels, central station communicators, fire alarm wiring terminal cabinets, and annunciator panels.
- 8. Provide personnel capable of bypassing notification appliances and all auxiliary system control functions for portions of the test.
- 9. Provide personnel authorized to contact the OUSD Alarm Center and the supervising station to take fire alarm monitoring out-of-service for portions of the test.
- 10. Provide personnel familiar with the operation and location of air handling units, elevators, and other system interfaces, where applicable.
- 11. Provide at least two individuals for system testing. One person will operate the panel for signal identification and system resets. The second person will activate devices. Due to the need for disconnecting wires and devices for supervision testing, at least one of these individuals shall be a technician familiar with the installation.

Professional Fees

The proposed Scope of Services above will be provided by Consultant for a not-to-exceed lump sum fixed fee of \$5,775, including necessary expenses to perform our Scope of Services.



Miscellaneous

This proposal is valid for 90 days. All information contained in this proposal is considered proprietary and should not be shared without receiving written permission from Jensen Hughes. Authorization to proceed with the Scope of Services by Client shall constitute Client's acceptance of the Terms and Conditions attached hereto.

Jensen Hughes appreciates the opportunity to assist the Oakland Unified School District. If you have any questions, please contact me at +1 925-208-0601 or jasun.boles@jensenhughes.com.

Sincerely,

Jensen Hughes

Jásun Boles Consultant

Attachments: Remittance Information, Exhibit A, Exhibit B

Jensen Hughes, Inc. Remittance Information

Via check and postal delivery:

Jensen Hughes, Inc. P.O. Box 7410242 Chicago, IL 60674-0242

Via check and express delivery to street address:

Bank of America Lockbox Services Jensen Hughes 10242 540 W. Madison, 4th Floor Chicago, IL 60661

Wire and ACH Information:

Bank of America 100 N. Tryon Street Charlotte, NC 28255

Account Title:

Jensen Hughes, Inc.

Account Number:

446026640228

ACH/EFT Routing Number:

052001633

Wire Routing Number:

026009593

International SWIFT Code:

BOFAUS3N (if incoming wire is in USD)

BOFAUS6S (if incoming wire is in foreign currency)

If you have questions, please contact:

receivables@jensenhughes.com

Exhibit A - Master Standby Agreement



January 9, 2025

William Newby, Project Manager Oakland Unified School District 955 High Street Oakland, CA 94601 william.newby@ousd.org +1 510-703-3144

RE:

Coliseum College Prep Academy at Havenscourt Campus – Site Expansion

Fire and Intrusion Alarm Systems Consulting

Dear Mr. Newby,

Jensen Hughes, Inc. (Consultant) is pleased to submit this proposal to provide fire and intrusion alarm systems consulting services to Oakland Unified School District (OUSD) (Client) for the referenced project.

The Client has retained SK Architects to develop a schematic design for the Coliseum College Prep Academy (CCPA) Site Expansion project. The current concept envisions construction of two new buildings (classroom building and gymnasium building) and demolition of the existing Gymnasium and eight portable classroom buildings. Additional improvements are under consideration for existing Buildings M, B, and G. The current approach will be to utilize four existing portables from the adjacent Lockwood Elementary School campus as interim housing during construction. It has not yet been determined if students or faculty from CCPA will utilize the four Interim Housing Portables. Upon completion of the schematic design, the Client will issue bridging documents to design-build contractors for bidding.

Based on pre-design meeting discussions, the new buildings will be integrated into the Havenscourt campus fire and intrusion alarm systems. The existing campus fire alarm system provides tone-type occupant notification. The campus-wide fire alarm system replacement will require an emergency voice alarm communication (EVAC) system. Therefore, the campus fire alarm system will be upgraded to provide EVAC capability. The campus intrusion alarm system will be upgraded to a Bosch B9512G to replace the obsolete Bosch D9412GV4. The new Gymnasium will be a separate logical area of the campus intrusion alarm system and will be provided with a new transponder to accommodate the new fire alarm system expansion.

The Client has requested Jensen Hughes' to provide third-party review of the project's fire and intrusion alarm designs to verify compliance with the California Building and Fire Codes (CBC, CFC) and OUSD Fire and Intrusion Alarm Standards.

1220 Concord Avenue, Suite 400 Concord, CA 94520 USA O: +1-925-938-3550 Jensen Hughes has also been requested to participate in predesign meetings, to provide fire and intrusion alarm consulting services during bid and construction administration to assist with requests for information (RFIs), and witness testing of the fire alarm and intrusion alarm systems in accordance with OUSD Standards.

Additionally, the Client has requested code consulting services be provided to assist SK Architects and OUSD with specific questions related to fire access roads, means of egress, accessible paths of travel and fire separation on an as-needed basis.

Scope of Services

Jensen Hughes proposes to provide the following scope of services:

- 1. Jensen Hughes will participate in up to six meetings with the Client to support development of the fire and intrusion alarm systems scope of work for the project during the Predesign phase. When requested, Jensen Hughes will provide interpretations of the OUSD Fire and Intrusion Alarm Standard. Four on-site, and two virtual meetings are included. As of January 9, 2025, Jensen Hughes has participated in two on-site meetings during the Predesign phase; the meetings occurred on November 14, 2024 and November 21, 2024. Two virtual meetings along with two on-site meetings are still available for the remaining design phases of the project.
- 2. Review fire and intrusion alarm drawings, datasheets, and specifications, for compliance with the applicable California Building and Fire Codes (CBC, CFC), Division of the State Architect (DSA) Guidelines, NFPA 72 National Fire Alarm and Signaling Code requirements, and OUSD Fire and Intrusion Alarm Standards. Plan reviews will be limited to fire and intrusion alarm systems only. Jensen Hughes will provide a letter with plan review comments. Two reviews are included at a design stage to be determined by the Client prior to 100% Construction Documents (CD) stage. One 100% CD review and backcheck review are also included. A total of four reviews will be provided. No separate design review for construction phasing, integration or modifications to the existing Lockwood Elementary School fire and/or intrusion alarm systems are included.
- 3. Provide fire and intrusion alarm systems consulting during construction. Consulting time may be used for participation in meetings, review of Construction Change Documents (CCDs), Architect's Supplemental Instructions (ASIs), attending weekly Owner-Architect-Contractor (OAC) meetings, or for providing recommendations/solutions. This time may also be used for code consulting services related to fire access, fire water, means of egress and path of travel research and review. A total of 24 hours is included.
- Attend one pre-design, one pre-construction, one pre-pull, and one pre-device connection meeting.
 Meetings will be on-site with the contractor and the Client. Meetings shall be arranged by the Client. Four
 meetings are included.
- 5. The Interim Housing for the four existing Lockwood campus portable classrooms are assumed to remain horns and strobes and to not be connected to the existing or new CCPA campus fire alarm system with EVAC capability under a make-ready phase. No testing for the Interim Housing to be interconnected to the CCPA campus fire alarm system is included in this scope of services.
- 6. Witness the pre-test and final acceptance test of the fire alarm and intrusion alarm systems with the Client, Contractor, OUSD Alarm Shop, and the Inspector of Record (IOR). Results of the tests will be recorded and submitted to the Client. Six visits to witness testing are included as follows:
 - Witness one fire alarm acceptance test for the upgrade of the existing campus-wide fire alarm system with EVAC capability.

- b. Witness one fire alarm system pre-test at the new classroom building and the Gymnasium.
- c. Witness one fire alarm system final acceptance test at the new classroom building and the Gymnasium.
- Witness one intrusion alarm acceptance test for the upgrade of the existing campus-wide intrusion alarm system.
- e. Witness one intrusion alarm system pre-test at the new classroom building and the Gymnasium.
- f. Witness one intrusion alarm system final acceptance test at the new classroom building and the Gymnasium.

OWNER'S CONTINGENCY

- 1. The Client has requested a 10% contingency budget for any unforeseen circumstances that arise during the course of the project. Contingency budget will only be used if approved by the Client in advance of performing services. Contingency services can include the following:
 - a. Additional reviews.
 - b. Additional meetings.
 - c. Additional site visits.
 - d. Additional witnessing of testing to retest deficiencies during any phase of the project.
 - e. Other additional services not included in the Scope of Services described herein.

11-MONTH WARRANTY INSPECTIONS

- 1. Witness one test of the complete fire alarm and intrusion alarm systems, at around 11 months following the final completion and acceptance of each system in accordance with their construction, at the Coliseum College Prep Academy with the installing contractor, and at their discretion, the Client and/or the OUSD Alarm Shop staff. Testing will include the entire fire alarm and intrusion alarm systems. One site visit is included for the testing of both the fire alarm and intrusion alarm systems. It is assumed testing will be performed on a Saturday. A total of one warranty test is included.
- 2. Submit one letter to the Client identifying the results of the fire and intrusion alarm systems warranty test.
- If required, witness up to one retest of the fire and/or the intrusion alarm systems for any corrections or modifications made to the systems as a result of the observations letter provided by Jensen Hughes to confirm corrections are complete and final.
- 4. Submit one letter of completion for the warranty testing of both systems to the Client.

Additional Services

Any other work requested by Client outside of the Services specified above shall be considered an "Additional Service" and will be conducted on a mutually-agreed-upon basis. When such work is requested, Jensen Hughes will submit an estimate of the cost to the Client for approval prior to commencing work.

Additional work may include, but is not limited to:

- Fire alarm or intrusion alarm system design services.
- 2. Additional site visits beyond those noted in the Scope of Services
- 3. Additional meetings beyond those noted in the Scope of Services.
- Preparation or review of building and fire code analysis and appeals.
- Evaluation of the existing fire alarm or intrusion alarm systems.
- 6. Preparation or review of DSA submittals or verified reports.
- 7. Professional engineer review or stamping of documents or drawings.
- 8. Automatic sprinkler system design, testing and consulting.
- 9. Mechanical, structural, or civil engineering and consulting.
- 10. Special hazard or kitchen hood fire suppression system design, testing, and consulting.
- 11. Building code or accessibility consultation.

All services not specifically described in the Proposal are excluded from Consultant's Scope of Services.

Client Responsibilities

This proposal is based upon the Client performing the following activities:

- 1. Provide Jensen Hughes with PDF file copies, of all fire and intrusion alarm system drawings pertaining to the project, including current points descriptions available from site specific software or recent testing reports. These documents are for Jensen Hughes' use in providing consulting services. It is understood that Jensen Hughes will rely upon the accuracy of all documents and electronic data furnished.
- 2. Provide Jensen Hughes access to all areas of the building for the purpose of conducting the site visits and witnessing tests.
- 3. Coordination of the project including, but not limited to, requesting site visits, scheduling meetings, and paying any associated meeting fees with local authorities.
- 4. Ensure systems are ready to commence testing immediately upon the arrival of inspectors.
- 5. All prior approvals from regulatory agencies must be onsite including, but not limited to, approved permit drawings and shop drawings documentation. In addition, copies of all permits, variances, waivers, or other types of agreements concerning the project must be available for review prior to testing.
- Provide portable radios.
- 7. Provide personnel familiar with the location and operation of the fire alarm and intrusion alarm systems.
- 8. Provide personnel properly equipped for testing the fire and intrusion alarm systems and devices.
- 9. Provide UL-listed canned smoke, magnets, flow gauges, magnehelic pressure gauges, and all other equipment and materials required to test systems and devices.
- 10. Provide personnel with keys for access to all building spaces, elevator reset/bypass, fire alarm control panels, central station communicators, fire alarm wiring terminal cabinets, and annunciator panels.

- 11. Provide personnel capable of bypassing notification appliances and all auxiliary system control functions for portions of the test.
- 12. Provide personnel authorized to contact the OUSD Alarm Center and remote station to take fire alarm monitoring out-of-service for portions of the test.
- 13. Provide personnel familiar with the operation and location of air handling units, elevators, and other system interfaces, where applicable.
- 14. Provide at least two individuals for fire and intrusion alarm system testing. One person will remain at the panel for signal identification and system resets. The second person will activate devices. Due to the need for disconnecting wires and devices for supervision testing, at least one of these individuals shall be a technician familiar with the installation.

Professional Fees

The proposed Scope of Services above will be provided by Consultant for a lump sum not-to-exceed fee as broken out below. The fee includes Owner's Contingency and necessary expenses to perform our Scope of Services.

Phase	Fees
Consulting Services	\$64,970
Owner's Contingency	\$6,497
Subtotal	\$71,467
11-Month Warranty Test	\$11,200
Total	\$82,667





Miscellaneous

This proposal is valid for 90 days. All information contained in this proposal is considered proprietary and should not be shared without receiving written permission from Jensen Hughes. Authorization to proceed with the Scope of Services by Client shall constitute Client's acceptance to the Terms and Conditions attached hereto.

Jensen Hughes appreciates the opportunity to assist the Oakland Unified School District. If you have any questions, please contact me at +1 925-208-0601 or jasun.boles@jensenhughes.com.

Sincerely,

Jensen Hughes

Jasun Boles Consultant

Attachments: Remittance Information, Exhibit A, Exhibit B

Acceptance

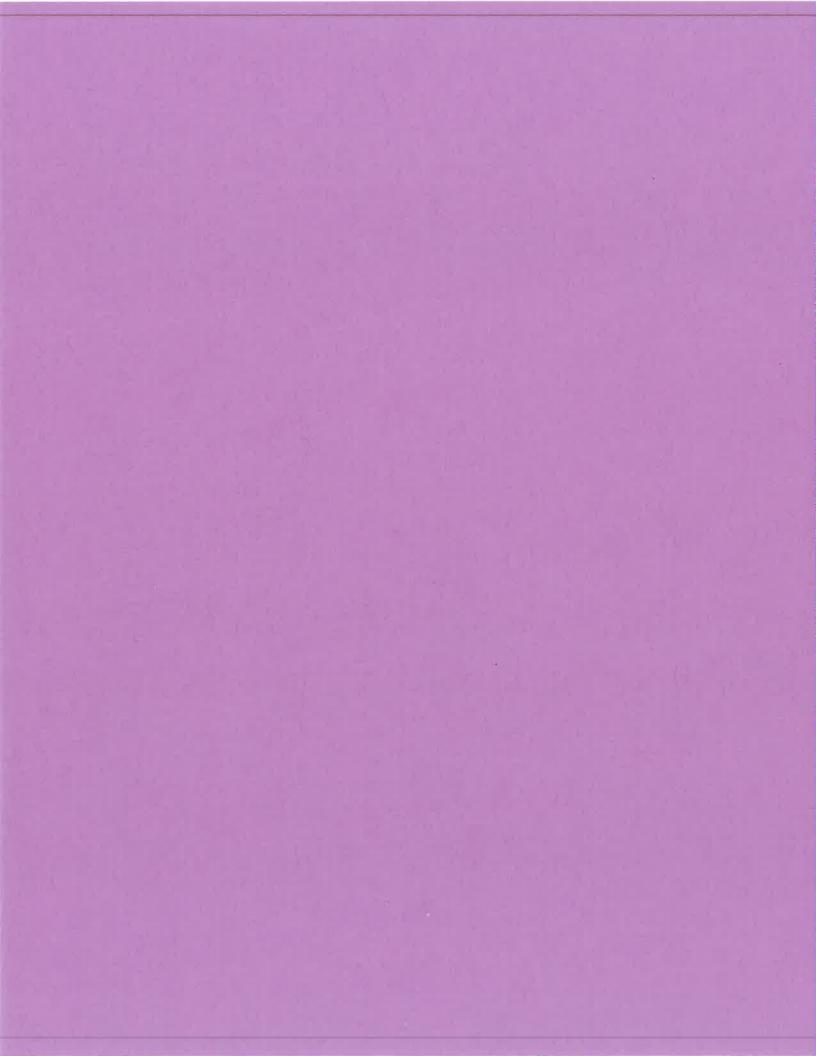
Jensen Hughes, Inc.:	Oakland Unified School District:		
SIGNATURE	SIGNATURE		
Jasun Boles			
PRINTED NAME	PRINTED NAME		
Consultant			
TITLE	TITLE		
January 9, 2025			
DATE	DATE		



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

	DIV.	13101	N OF FAC	CILITIES P		t Information	A	GEMENT	100	IING	ORM
Projec Name		Alarm		evelopment Cer Coliseum Colle				Site	840) & 2 32	
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	Attachment x Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 x Workers compensation insurance certification, unless vendor is a sole provider										
					Contract	tor Information	1				
	actor Na		Jensen Hug	hes		Agency's Conta	act	Jason Boles			
OUSE) ∨endo	r ID#	002281			Title		Manager			
Street	Addres	ss	1220 Conco	ord Avenue, Ste. 4	400		Co	oncord S	State	CA Z	ip 94520
Telepl	hone		510-566-21			Policy Expires					
	actor Hi	•		een an OUSD co	ontractor?	⊠ Yes □ No		Worked as an O	USD e	mployee	? ☐ Yes No ⊠
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If New Contract, Total Contract Price (Lump Sum)			If New Contract, Total Contract Price (Not To Exceed)			\$					
Pay Rate Per Hour (If Hourly)			\$ If Amendment, Change in Price			e	\$88,44	12.00			
_	er Expe					Requisition Number				1	
I	f you a	re plan	ning to multi	i-fund a contrac	t using LEI	t Information P funds, please ing requisition.	cc	ontact the State	e and	Federal	Office <u>before</u>
Reso	urce #		inding ource		Org Key			Object Code	Amount		
9655/	9851	Fund 21/	Measure Y	210-9655-0-9851-8500-6289-840-9180-9906-9		9999-21105		6289	\$5,775.00		
9650/	9805	Fund 21	Measure Y	210-9655-0-9859-8500-6289-232-9180-9906-9999-21113			6289	\$82,667.00			
				Approval a	and Routin	g (in order of ap	pro	oval steps)			
				efore the contra- nowledge servi						ed. Sigr	ning this
		n Head		-		Phone	T	510-535-7038		Fax	510-535-7082
1.	Execut	Executive Director of Facilities									
	Sign	hatman (F	eb 10, 2025 08:35 PS	Γ)				Date Approved	Fe	b 10,	2025
	Genera	al Cour	sel, Facili	ties							
2.	Signature James Traber						Date Approved	2,	/7/2025		
Chief Systems and Services Officer								T. F. S. S.			
									_		
_ [Signal	20	^					Date		h 12	2025

	Chief Financial Officer		
4.	Signature	Date Approved	
	President, Board of Education		
5.	Signature	Date Approved	



Amendment No. 7 File Id No. 24-3015

Board Office Use: Legislative File Info.		
File ID Number	24-3015	
Introduction Date	01-22-2025	
Enactment Number	24-2427	
Enactment Date	1/22/2025 os	





Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Preston Thomas, Chief Systems & Services Officer Kenya Chatman, Executive Director, Facilities

Board Meeting Date: January 22, 2025

Subject Amendment No. 7 to Agreement for Engineering Services – Jensen Hughes, Inc.-

McClymonds High School Modernization Project and Cole Administration Center –

Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 7 to Agreement for Engineering

Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide fire alarm system consulting services for the McClymonds High School

Modernization Project, and to provide fire and intrusion alarm consulting services for the **Cole Administration Center**, as further described in Exhibit A of the Amendment, in the additional amount of \$61,425.00 (McClymonds High School Modernization Project - \$34,430.00, and Cole Administration Center - \$26,995.00), increasing the Agreement's not-to-exceed amount from \$287,095.00 to \$348,520.00. All other terms and conditions

of the Agreement remain in full force and effect.

Discussion This Amendment is for engineering design services and fire & intrusion alarm consulting

services.

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education of Amendment No. 7 to Agreement for Engineering

Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide fire alarm system consulting services for the McClymonds High School Modernization Project, and to provide fire and intrusion alarm consulting services for the Cole Administration Center, as further described in Exhibit A of the Amendment, in the

additional amount of \$61,425.00 (McClymonds High School Modernization Project - \$34,430.00, and Cole Administration Center - \$26,995.00), increasing the Agreement's not-to-exceed amount from \$287,095.00 to \$348,520.00. All other terms and conditions

of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 -Building Fund -Measure Y & J

Attachments Amendment No. 7, including Exhibits

Routing Form

File ID: 24-2783; 24-2758; 24-2526; 24-1935; 23-2852; 24-1923; 24-0953; 24-0950 & 24-0194



AMENDMENT NO. 7

AGREEMENT FOR ENGINEERING SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Jensen Hughes, Inc.</u> OUSD entered into an agreement with CONTRACTOR for services on <u>January 25</u>, 2024 ("Agreement"), and the parties agree to amend the Agreement for the Services with the McClymonds High School Modernization Project and Cole Administration Center as follows and in the attached Exhibit A:

1.		ope of work cha	The scope of work is <u>unchanged</u> . The scope of work has need: Provide brief description of revised scope of work including description products, and/or reports; attach additional pages as necessary.			
McC	Clymonds I	High School Mode	provide the following amended services: provide fire alarm system consulting ernization Project (\$34,430.00), and to provide fire and intrusion alarm consulting as further described in Exhibit A attached to this amendment.			
2.	Terms (d	luration): 🛭 🌣 Ti	he term of the contract is $\underline{\text{unchanged}}$.	has <u>changed</u> .		
		m is changed: ation date is	The contract term is extended by an additional	, and the amended		
3.	Compen	sation: 🗆 T	The contract price is <u>unchanged</u> . $ extstyle oxed{oxed}$ The contract price has $\underline{oxed{c}}$:hanged.		
	If the	e compensation	n is changed: The not-to-exceed contract price is			
			ed by Sixty One Thousand Four Hundred Twenty-Five Dollars No	o/100 (\$61,425.00).		
		☐ Decreas	ed by dollars and no/100 (\$).			
	Prior	to this amendm	ent, the not to exceed contract price was Two Hundred Eighty-Ser	ven Thousand Ninety-		
			b/100 (\$287,095.00). and after this amendment, the not to exceed con Eight Thousand Five Hundred Twenty Dollars No/100 (\$348,520)			
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	. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged					
ā	and in full force and effect as originally stated.					
5. <i>I</i>	5. Amendment History:					
	☐ There are no previous amendments to this Agreement. X This contract has previously been amended as follows:					
	No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)		
	01	5-8-2024	Compensation	\$92,870.00		
	02	5-8-2024	Compensation	\$26,600.00		
	02a	10 10 2024	Compensation	\$35,100,00		

99069.002 Rev. 10/30/08

03

04

10-24-2024

11-13-2024

Compensation

Compensation

Contract No.	P.O. No.
--------------	----------

\$5,000.00

\$46,475.00

Facilities Counsel

12/12/2024

05	12-11-2024	Compensation	\$16,500.00
06	01-08-2025	Compensation	\$64,550.00

6. Approval: This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

OAKLAND UNIFIED SCHOOL DISTRICT		CONTRACTOR: JENSEN HUGHES, INC.			
James Stand	1/23/2025	Manuelita E. Donie 12/1			
Jennifer Brouhard, President, Board of Education	Date	Contractor Signature D Manuelita E. David			
Maghinghamal	1/23/2025	Senior Consultant + Team Leader Print Name, Title			
Kyla Johnson-Trammell, Superintendent Secretary Board of Education	Date				
Preston Thomas (Dec. 18, 2024 13:59 PST)	Dec 18, 2024				
Preston Thomas, Chief Systems & Services Officer,	Date				
Approval as to form:					
James Traber	12/11/2024				
James Traber, Esq.	Date				

{SR357123} Rev. 7/2/03

EXHIBIT "A"Scope of Work for Amendment

Contractor Name: Jensen Hughes, Inc.

- 1. Detailed Description of Services to be provided: to provide fire alarm system consulting services for the McClymonds High School Modernization Project (\$34,430.00), and to provide fire and intrusion alarm consulting services for the Cole Administration Center (\$26,995.00), attached to this amendment as part of Exhibit A.
- 2. Specific Outcomes:
- 3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full-service community district

Amendment No. 7 – Jensen Hughes, Inc. – McClymonds High School Modernization Project (\$34,430.00) Cole Administration Center (\$26,995.00)

{SR357123} Rev. 7/2/03



August 1, 2024

Nicole Wells
Oakland Unified School District
955 High Street
Oakland, CA 94601
nicole.wells@ousd.org

+ 1 510-535-2726

RE:

McClymonds High School Modernization - Oakland, CA

Fire Alarm Systems Consulting Services, OUSD Project No. 22043

Dear Ms. Wells.

Jensen Hughes, Inc. (Consultant) is pleased to submit this proposal to provide fire alarm system consulting services to Oakland Unified School District (OUSD) (Client) for the referenced project.

The McClymonds High School at 2607 Myrtle Street in Oakland consists of existing Classroom Buildings A, B and H, Gymnasium Building D, and Shop Building C. The scope of work to be reviewed is the field moves, adds or changes to the fire alarm system to accommodate the modernization project. The existing Simplex 4100ES campus fire alarm system will remain under a current improvement project.

OUSD has requested Jensen Hughes' assistance in providing third-party review of the project's fire alarm designs to verify compliance with the California Building and Fire Codes (CBC and CFC) and OUSD design standards, participation in meetings, and to witness testing of the fire alarm system.

Scope of Services

Jensen Hughes proposes to provide the following scope of services:

- Review fire alarm drawings, datasheets, and specifications, for compliance with the applicable CBC, CFC, DSA Guidelines, NFPA 72 - National Fire Alarm and Signaling Code requirements, and OUSD Fire Alarm Standards. Plan reviews will be limited to fire alarm systems only. Jensen Hughes will provide a written report of plan review comments. Two reviews are included:
- 2. Provide fire alarm systems consulting regarding issues that may arise during construction. Consulting time may be used for participation in meetings, review of Construction Change Documents (CCDs), Architect's Supplemental Instructions (ASIs), or for providing recommendations/solutions. A total of 8 hours is included.

1220 Concord Avenue, Suite 400 Concord, CA 94520 USA O: +1-925-938-3550

- Attend one pre-design, one pre-construction, one pre-pull, and one pre-device connection meeting.
 Meetings will be on-site with the selected contractor and the Client. Meetings shall be arranged by the Client. Four meetings are included.
- 4. Witness the pre-test and final acceptance test of the fire alarm system with the Client, Contractor, OUSD Alarm Shop, and the Inspector of Record (IOR). Results of the tests will be recorded and submitted to the Client. Testing will require at least a 10% functional test, to include at least one device of each input and output function, for the existing campus-wide fire alarm system.

OWNER'S CONTINGENCY

- 1. Client has requested a 10% contingency. Up to 10 hours of fire alarm system consulting is included. Contingency services include the following:
 - a. Additional plan reviews and written reports, if needed, to resolve plan review deficiencies during any phase of the project.
 - b. Additional site visits to witness testing, if needed to re-test deficiencies during any phase of the project.

Additional Services

Any other work requested by Client outside of the Services specified above shall be considered an "Additional Service" and will be conducted on a mutually-agreed-upon basis. When such work is requested, Jensen Hughes will submit an estimate of the cost to the Client for approval prior to commencing work.

Additional work may include, but is not limited to:

- 1. Fire or intrusion alarm system design.
- Intrusion consulting.
- Additional site visits.
- 4. Additional meetings.
- 5. Additional system tests.
- 6. Building and fire code analysis and appeals.
- 7. Review of additional resubmitted shop drawings or construction change orders.
- 8. Review of requests for payment and change orders from the contractor.
- 9. Additional construction observation visits beyond the Scope of Services.
- 10. Additional time for system acceptance testing beyond that noted in Scope of Services resulting from contractor's delays or deficiencies.
- 11. Evaluation of the existing fire alarm or intrusion alarm systems.
- 12. Fire alarm or intrusion alarm system design services.
- DSA submittals or verified reports.
- 14. Professional engineer review or stamping of documents or drawings.
- 15. Automatic sprinkler system design, testing and consulting.
- Mechanical, structural, or civil engineering and consulting.

- 17. Special hazard or kitchen hood fire suppression system design, testing, and consulting.
- 18. Building code and accessibility consultation.

All services not specifically described in the Proposal are excluded from Consultant's Scope of Services.

Client Responsibilities

This proposal is based upon the Client performing the following activities:

- 1. Provide Jensen Hughes with PDF file copies, of all fire alarm system drawings pertaining to the project. These documents are for Jensen Hughes' use in providing consulting services. It is understood that Jensen Hughes will rely upon the accuracy of all documents and electronic data furnished.
- 2. Provide Jensen Hughes access to all areas of the building for the purpose of conducting the site visits and witnessing tests.
- 3. Ensure systems are ready to commence testing immediately upon arrival of inspectors.
- 4. All prior approvals from regulatory agencies must be onsite including, but not limited to, approved permit drawings and shop drawings documentation. In addition, copies of all permits, variances, waivers, or other types of agreements concerning the project must be available for review prior to testing.
- 5. Provide portable radios.
- 6. Provide personnel familiar with the location and operation of the fire alarm system.
- 7. Provide personnel properly equipped for testing the fire alarm system and devices.
- 8. Provide UL-listed canned smoke, magnets, flow gauges, magnehelic pressure gauges, and all other equipment and materials required to test systems and devices.
- Provide personnel with keys for access to all building spaces, elevator reset/bypass, fire alarm control units, central station communicators, fire alarm wiring terminal cabinets, and annunciator panels.
- 10. Provide personnel capable of bypassing notification appliances and all auxiliary system control functions for portions of the test.
- 11. Provide personnel authorized to contact the OUSD Alarm Center and remote station to take fire alarm monitoring out-of-service for portions of the test.
- Provide personnel familiar with the operation and location of air handling units, elevators, and other system interfaces, where applicable.
- 13. Provide at least two individuals for fire alarm system testing. One person will remain at the panel for signal identification and system resets. The second person will activate devices. Due to the need for disconnecting wires and devices for supervision testing, at least one of these individuals shall be a technician familiar with the installation.
- 14. Coordination of the project including, but not limited to, requesting site visits, scheduling meetings, and paying any associated meeting fees with local authorities.

Professional Fees

The proposed Scope of Services above will be provided by Consultant for a not-to-exceed lump sum fee of \$34,430, including necessary expenses to perform our Scope of Services. The fee is broken out as follows:

Phase or Activity	Fees
Basic Scope	\$31,300
Owner Contingency	\$3,130
Total	\$34,430





October 24, 2024

Christina Stone
Senior Project Engineer
Oakland Unified School District
955 High Street
Oakland, CA 94601
christina.stone@ousd.org

+1 510-535-7051

RE:

Central Administration Center at Cole Elementary School – 1011 Union Street, Oakland, CA Fire and Intrusion Alarm Systems Consulting

Dear Christina,

Jensen Hughes has an existing agreement, dated February 27, 2020, with the Oakland Unified School District to provide fire and intrusion alarm consulting services for the Cole Central Administration Center project. Amendment 1 is also in place for additional fire and intrusion alarm services that extended the contract term to December 31, 2023. The Amendment 1 extension has now expired.

Our total existing contract value, including Amendment 1, is \$59,250. Jensen Hughes has used \$32,255 to provide services to OUSD to-date. The current contract value remaining is \$26,995, which includes OUSD contingency of \$10,000.

No adjustments to the existing scope of services or budget are necessary at this time. We are therefore requesting a new amendment to extend the existing contract term to June 30, 2025 (anticipated project completion) for fire and intrusion alarm consulting services.

Sincerely,

Jensen Hughes

Jensen Hughes

Molvan

Frank Molnar Senior Consultant

fmolnar@jensenhughes.com

+1 925-208-0932

FDM/rs

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1220 Concord Avenue, Suite 400 Concord, CA 94520 USA O: +1-925-938-3550



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9650	0/9805	Fund 21	Measure J	210-9650-0-98	805-8500-0	6289-109-9180	-990	15-9999-191	19	6289	\$26,995.00
				Approval a	and Routing	g (in order of ap	prov	/al steps)			
				e the contract is f	ully approve	ed and a Purchas			Signir	ng this doc	ument affirms that
lo yo	Divisio	<u> </u>	ivices were n	ot provided befor	e a PO was	Phone	Т	510-535-703	ρ I	Fax	510-535-7082
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	Chief Financial Officer					
4.	I. Signature Date Approved					
	President, Board of Education					
5.	Signature	Date Approved				

Amendment No. 6 [24-2783- File Id No.]

Board Office Use: Legislative File Info.			
File ID Number	24-2783		
Introduction Date	01-08-2025		
Enactment Number	24-2311		
Enactment Date	1/8/2025 CJH		





Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Preston Thomas, Chief Systems & Services Officer Kenya Chatman, Executive Director, Facilities

Board Meeting Date January 8, 2025

Subject Amendment No. 6 to Agreement for Engineering Services – Jensen Hughes, Inc.- 955

High Street Fire Alarm & Fire Sprinkler Systems Engineering Services Project and Buildings and Grounds Alarm Shop—Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 6 to Agreement for

Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide a new set of fire alarm drawings to meet OUSD standards for the District's fire alarm and intrusion alarm systems (\$42,000.00), consult with Facilities and Buildings and Grounds Alarm Shop (\$22,550.00) as further described in Exhibit A of the Amendment, incorporated herein by reference as though fully set forth, in the additional amount of \$64,550.00, increasing the Agreement's not-to-exceed amount from \$222,545.00 to \$287,095.00. All other terms and conditions of the

Agreement remain in full force and effect.

Discussion This Amendment is for engineering design services and fire & intrusion alarm consulting

services.

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education of Amendment No. 6 to Agreement for Engineering

Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide a new set of fire alarm drawings to meet OUSD standards for the District's fire alarm and intrusion alarm systems (\$42,000.00), consult with Facilities and Buildings and Grounds Alarm Shop (\$22,550.00) as further described in Exhibit A of the Amendment, incorporated herein by reference as though fully set forth, in the additional amount of \$64,550.00, increasing the Agreement's not-to-exceed amount from \$222,545.00 to \$287,095.00. All other terms and conditions of the Agreement remain in full force and

effect.

Fiscal Impact Fund 25- Capital Facilities Fund

Attachments • Amendment No. 6, including Exhibits

Routing Form

• File ID: 24-2758; 24-2526; 24-1935; 23-2852; 24-1923; 24-0953; 24-0950 & 24-0194



99069.002 Rev. 10/30/08

Contract No.

AMENDMENT NO. 6

AGREEMENT FOR ENGINEERING SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Jensen Hughes, Inc.</u> OUSD entered into an agreement with CONTRACTOR for services on <u>January 25</u>, 2024 ("Agreement"), and the parties agree to amend the Agreement for the Services with 955 High Street Fire Alarm, & Fire Sprinkler Systems Engineering Services Project and Buildings and Grounds Alarm Shop as follows and in the attached Exhibit A:

1.	Services	: 🗆 1	The scope of work is <u>unchanged</u> .		hanged.
			nged: Provide brief description of revise rials, products, and/or reports; attach ad		on of expected final results,
star	ndards for th	he District's fire a	provide the following amended services: larm and intrusion alarm systems (\$42,0 further described in Exhibit A attache	000.00), consult with Facilities and	
2.	Terms (d	uration): 🛛 Th	ne term of the contract is unchanged.	☐ The term of the contract h	nas <u>changed</u> .
		m is changed: ation date is	The contract term is extended by ar	n additional	, and the amended
3.	Compens	sation: 🗆 T	he contract price is unchanged.	☑ The contract price has ch	nanged.
	If the	compensation	n is changed: The not to exceed co	ntract price is	
			ed by: Sixty-Four Thousand Five H	undred Dollars No/100 (\$64,550	<u>0.00).</u>
	<u>H</u>	to this amend	ment, the not to exceed contract process to the second sec	orice was <u>Two Hundred Twent</u> and after this amendment, the no	to exceed contract price
á	and in full i Amendme	force and effect ent History:	All other provisions of the Agreement as originally stated.		-
	No.	Date	General Description of Re	eason for Amendment	Amount of Increase (Decrease)
	01	5-8-2024	Compensation		\$92,870.00
	02	5-8-2024	Compensation		\$26,600.00
	02a	10-10-2024	Compensation		\$35,100.00
	03	10-24-2024	Compensation		\$5,000.00

P.O. No.

04	11-13-2024	Compensation	\$46,475.00
05	12-11-2024	Compensation	\$16,500.00

6. Approval: This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

OAKLAND UNIFIED SCHOOL DISTRICT		CONTRACTOR: JENSEN HUGHES, INC.
James Inch	1/9/2025	Manuelita E. Donie 11/2
Jennifer Brouhard, President,	Date	Contractor Signature Da
Board of Education		Manuelita E David,
Halfhoromal	1/9/2025	<u>Team Leaders + Senior Consultant</u> Print Name, Title
Kyla Johnson-Trammell, Superintendent Secretary Board of Education	Date	
Preston Thomas (Nov 26, 2024 12:33 PST)	Nov 26, 2024	
Preston Thomas, Chief Systems & Services Officer,	Date	
Approval as to form:		
James Traber	11/22/2024	
James Traber, Esq.	Date	
General Counsel, Facilities,		

EXHIBIT "A"Scope of Work for Amendment

Contractor Name: Jensen Hughes, Inc.

- 1. Detailed Description of Services to be provided: provide a new set of fire alarm drawings to meet OUSD standards for the District's fire alarm and intrusion alarm systems (\$42,000.00), and consult with Facilities and Buildings and Grounds Alarm Shop (\$22,550.00) attached to this amendment as part of Exhibit A.
- 2. Specific Outcomes:
- 3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full-service community district

Amendment No. 6 – Jensen Hughes, Inc. – 955 High Street Fire Alarm, & Fire Sprinkler Systems Engineering Services Project & Buildings and Grounds Alarm Shop- \$64,550.00

(SR357123) Rev. 7/2/03

Authorization for Requested Additional Services

CHANGE NUMBER: 02

Date:	October 22, 2024
Project Name:	955 High Street
Project Location:	Oakland, California
Project No.:	1DMS21002.000
Original Contract Dated:	May 13, 2021
Client:	Oakland Unified School District
Contact:	John Esposito

Description of Additional Services

Jensen Hughes proposes the following Additional Services:

FIRE ALARM SYSTEM REDESIGN

- 1. Prepare one new set of fire alarm design drawings and revised technical specifications. Fire alarm design drawings will be detailed sufficient for OUSD requirements. The design drawings will be prepared in AutoCAD format. Jensen Hughes will provide one revision to the existing 100% CD fire alarm drawings provided to the Client, capturing the following fire and intrusion alarm design changes as requested by the OUSD Alarm Shop and Facilities for the new dedicated sprinkler monitoring system design:
 - a. Addition of a new exterior, weatherproof remote annunciator on the Metal Shop Building with remote paging microphone and paging zone circuit controls shall be included.
 - Maintain the existing designed remote annunciator in the Administration Building reception area with manual pull station. A remote page microphone and paging zone circuit controls will be added.
 - Maintain the main fire alarm control unit (FACU) to be installed within the OUSD Alarm Shop with a
 manual pull station. A page microphone and paging zone circuit controls will be added.
 - d. Remove all pull stations not identified above.
 - e. Provide monitoring modules as need for a sprinkler monitoring system at all post indicator valves (PIV's), water flow switches, supervisory control valves, backflows and outside screw and yoke (OS&Y) valves. Design for the sprinkler monitoring system will require the sprinkler contractor's design drawings provided by the awarded sprinkler contractor for final coordination of locations and quantities of sprinkler interface modules.
 - f. Revise all notification appliances, circuit designations, details and calculation from horns and strobes to a full voice evacuation system with speakers and strobes.
 - g. The fire alarm design will now require the Bosch DACT to be installed for off-site transmission of fire alarm signals to JCl's supervising station. The Bosch will be equipped with popit modules for by-building zoned reporting of all fire alarm signals in accordance with the requirements OUSD Standards.

- 2. Coordinate the designs with OUSD Buildings & Grounds Alarm Shop and Johnson Controls, Inc. (JCI) (OUSD's fire alarm system vendor).
- Submit the 100% construction drawings and specifications to OUSD Buildings & Grounds Alarm Shop and JCI. Revise the 100% construction drawings to incorporate appropriate comments received from the Client and JCI.
- 4. Prepare a construction cost estimate based on Jensen Hughes' construction documents.
- The buildings are not used for educational purposes, and therefore are not subject to review and approval by the Division of the State Architect (DSA). Design documents will not be submitted to DSA for review and approval. DSA application fees are excluded.
- All submittals will be reviewed for quality assurance by one of Jensen Hughes' licensed Fire Protection Engineers.
- 7. Final submittal of the dedicated sprinkler monitoring fire alarm drawings and specifications will be reviewed and stamped by one of Jensen Hughes' licensed Electrical Engineers.
- 8. Submit one hard copy set and one digital copy of the approved construction documents to the Client for bidding purposes. Submittal shall include one stamped approved hard copy of construction drawings and specifications and electronic files of same. It will be the responsibility of the installing contractor to provide professional stamp and signature for permit application with Oakland Fire Department.
- Provide general consulting for fire alarm system design coordination to assist the contractor with information pertaining to design of the project

11-MONTH WARRANTY TESTING

- Witness one complete test of the intrusion alarm system at 955 High Street, Oakland Unified School District
 Facilities campus with the contractor 11 months after the final acceptance by Oakland Fire Department and
 OUSD Alarm Shop. Testing will include all devices associated with the dedicated sprinkler monitoring, fire
 alarm system. One site visit is included for system testing.
- 2. Submit a letter to the Client identifying the observations made during the testing and any deficiencies noted.
- 3. If required, witness one retest of the fire alarm system for any corrections or modifications made to the system as a result of the observations letter provided by Jensen Hughes to confirm corrections are complete and final.
- 4. Submit one letter of completion for the warranty testing to the Client.

Professional Fee

The proposed Additional Services described above will be provided by Consultant for a not-to-exceed lump sum fee of \$42,0000, including necessary expenses. The fee is broken out as follows:

Task	Fees
Fire Alarm System Redesign	\$37,000
11-Month Warranty Tests	\$5,000
Total	\$42,000

CONTRACT SUMMARY



Acknowledgement + Signature

Jensen Hughes, Inc.:	Oakland Unified School District:	
Q.R.		
SIGNATURE	SIGNATURE	
∄ásun Boles		
PRINTED NAME	PRINTED NAME, CREDENTIALS	
Consultant		
TITLE	TITLE	
October 22, 2024		
DATE	DATE	



October 25, 2024

John Esposito
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601
john.esposito@ousd.org
+1 510-535-7049

RE:

Oakland Unified School District - Oakland, CA

Fire and Intrusion Alarm Standards Consulting Services

Dear Mr. Esposito,

Jensen Hughes (Consultant) is pleased to submit this proposal to provide consulting services to the Oakland Unified School District (OUSD) (Client) for the referenced project.

OUSD uses a set of design criteria documents to standardize the design and installation of fire and intrusion alarm systems among its many school sites. The documents are collectively known as the OUSD Fire and Intrusion Alarm Standards.

OUSD has requested Jensen Hughes' assistance in updating the Standards based on best practices and lessons learned from previous projects.

Scope of Services

Jensen Hughes proposes to provide the following scope of services:

- Meet with OUSD Facilities and Buildings & Grounds Alarm Shop personnel to evaluate the effectiveness of the current Fire and Intrusion Alarm Standards. Advise OUSD on the impact of potential changes to the Standards. Prepare revisions to the Standards as directed by OUSD. Two in-person meetings and two virtual meeting are included.
- 2. Revise the OUSD Fire and Intrusion Alarm Standards based on input from the OUSD Alarm Shop. Develop new requirements for fire alarm and intrusion alarm systems based on new code requirements and product line changes by Johnson Controls and Bosch Security; OUSD's selected vendors.
- 3. When requested, develop new Fire and Intrusion Alarm Standards bulletins to address new needs as they emerge. A maximum of two bulletins are included.

1220 Concord Avenue, Suite 400 Concord, CA USA O: +1-925-938-3550

OWNER'S CONTINGENCY

- The Client has requested a 10% contingency budget for any unforeseen circumstances that arise during the course of our services. Contingency budget will only be used if approved by the Client in advance of performing services. Contingency services can include the following:
 - a. Attendance at additional meetings.
 - b. Additional revisions to the Fire and Intrusion Alarm Standards.
 - c. Preparation of additional bulletins.
 - d. Product reviews or discussions with OUSD selected vendors (Johnson Controls and Bosch Security).
 - Other additional services related to the OUSD Standards not included in the Scope of Services described herein.

Additional Services

Any other work requested by Client outside of the Services specified above shall be considered an "Additional Service" and will be conducted on a mutually-agreed-upon basis. When such work is requested, Jensen Hughes will submit an estimate of the cost to the Client for approval prior to commencing work.

Additional work may include, but is not limited to:

- Meetings with architects, project inspectors, Division of the State Architect (DSA), or contractors related to any other actual or contemplated project.
- 2. Pre-design or pre-construction meetings.
- Fire alarm system assessments.
- Review of fire and/or intrusion alarm design documents prepared by other consultants.
- Construction observation visits.
- 6. Witnessing pre- and final, fire and intrusion alarm tests.

All services not specifically described in the Proposal are excluded from Consultant's Scope of Services.

Client Responsibilities

This proposal is based upon the Client performing the following activities:

- Arrange all meetings with the appropriate personnel.
- 2. Provide timely review comments on design criteria and requirements documents developed by Jensen Hughes.

Professional Fees

The proposed Scope of Services above will be provided by Consultant for a lump sum fee of \$20,500, including necessary expenses to perform our Scope of Services.

Task	Fees
Fire and Intrusion Alarm Standards Updates	\$20,500
Owner's Contingency	\$2,050
Total	\$22,550



Miscellaneous

This proposal is valid for 90 days. All information contained in this proposal is considered proprietary and should not be shared without receiving written permission from Jensen Hughes. Authorization to proceed with the Scope of Services by Client shall constitute Client's acceptance of the Terms and Conditions attached hereto.

Jensen Hughes appreciates the opportunity to assist the Oakland Unified School District. If you have any questions, please contact me at +1 925-208-0598 or dsecoda@jensenhughes.com.

Sincerely,

Jensen Hughes	
Manuelita	E. Druid
Manuelita E. David	
Senior Consultant/Te	eam Leader
Attachments: Remitta	ance Information, Exhibit A, Exhibit B

Acceptance

Jensen Hughes, Inc.:	Oakland Unified School District:
Manuelita E. Donie	
SIGNATURE	SIGNATURE
Manuelita E. David	
PRINTED NAME	PRINTED NAME
Senior Consultant/Team Leader	
TITLE	TITLE
October 25, 2024	
DATE	DATE

Privacy Statement

Jensen Hughes respects the privacy of its clients and their employees and does not sell, rent or loan any personal data collected. Additional information on how Jensen Hughes handles personal data may be found on our website at https://www.jensenhughes.com/privacy. If you have any questions concerning the Jensen Hughes privacy program, please contact our Privacy Team at privacy@jensenhughes.com.

MED/rs

Y:\Shared\Proposals\Fire & Building Safety\WNC\2024\24-0370-MED_OUSD FA+IA Standard Updates\FBS-WNC-24-0370-MED_OUSD FA+IA Standards_20241025.docx

Jensen Hughes, Inc. Remittance Information

Payment Terms: 30 Days

Via check and postal delivery:

Jensen Hughes, Inc. P.O. Box 7410242 Chicago, IL 60674-0242

Via check and express delivery to street address:

Bank of America Lockbox Services Jensen Hughes 10242 540 W. Madison, 4th Floor Chicago, IL 60661

Wire and ACH Information:

Bank of America 100 N. Tryon Street Charlotte, NC 28255

Account Title:

Jensen Hughes, Inc.

Account Number:

446026640228

ACH/EFT Routing Number:

052001633

Wire Routing Number:

026009593

International SWIFT Code:

BOFAUS3N (if incoming wire is in USD)

BOFAUS6S (if incoming wire is in foreign currency)

If you have questions, please contact:

receivables@jensenhughes.com

 $Exhibit\,A-Master\,Standby\,Agreement$



Project		TOTIA	CILITIES P	LANNII	NG & MANA	AGEMENT	KOUT	ING	-ORM
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OUSD Vendo		002281			Title	Manager		- 1 -	
Street Addre	SS		ord Avenue, Ste. 4	400		Concord S	tate	CA Z	ip 94520
Telephone		510-566-21			Policy Expires	N/	100		N
Contractor H		21106 and	peen an OUSD co	ontractor? 🗵	Yes No	Worked as an O	USD er	nployee	? ☐ Yes No ⊠
OUSD Proje	ct#	21106 and	19129						
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9021/9815 Services cann	Fund 2 Facilitie	es 5 Capital es	250-9021-0-98 Approval a	815-8500-6 and Routing proved and a l	289-918-9180- (in order of app	9000-9999-1912	9	6215 6289	\$22,550.00
9021/9815 Services cann	Fund 2 Facilities not be provervices were	es 5 Capital es	250-9021-0-98 Approval a	815-8500-6 and Routing proved and a l	289-918-9180- (in order of app	9000-9999-1912 proval steps)	9	6215 6289	\$22,550.00
9021/9815 Services cannowledge ser Divisior Execution	Fund 2 Facilities oot be provivices were n Head	5 Capital es rided before the e not provided or, Facilities	250-9021-0-98 Approval a	815-8500-6 and Routing proved and a l	289-918-9180- (in order of app Purchase Order is	9000-9999-1912 proval steps) issued. Signing this	9	6215 6289 nt affirms	\$22,550.00 that to your
Services cannowledge ser Divisior Execution	Fund 2 Facilities not be provivices were n Head	5 Capital es rided before the e not provided or, Facilities	250-9021-0-98 Approval a	815-8500-6 and Routing proved and a l	289-918-9180- (in order of app Purchase Order is	9000-9999-1912 proval steps) issued. Signing this	6 9 docume	6215 6289 nt affirms	\$22,550.00 that to your 510-535-7082
Services cannic nowledge ser Divisior 1. Execution General 2.	Fund 2 Facilities not be provinces were n Head live Direct Nov 26, 20	5 Capital es rided before the e not provided or, Facilities 024 12:33 PST) , Facilities	Approval as contract is fully apple before a PO was is:	815-8500-6 and Routing proved and a l	289-918-9180- (in order of app Purchase Order is	9000-9999-1912 proval steps) issued. Signing this 510-535-7038 Date Approved	6 docume	6215 6289 nt affirms Fax Nov 26	\$22,550.00 that to your 510-535-7082
Services cannowledge ser Division Execution General	Fund 2 Facilities not be provinces were n Head live Direct Nov 26, 20	5 Capital es rided before the e not provided or, Facilities	Approval as contract is fully apple before a PO was is:	815-8500-6 and Routing proved and a l	289-918-9180- (in order of app Purchase Order is	9000-9999-1912 proval steps) issued. Signing this 510-535-7038	6 docume	6215 6289 nt affirms	\$22,550.00 that to your 510-535-7082
9021/9815 Services cannon converge services c	Fund 2 Facilities of be provervices were in Head ive Direct (Nov 26, 20 I Counsellure	5 Capital es rided before the e not provided or, Facilities 024 12:33 PST) , Facilities	Approval a e contract is fully apperent a PO was is:	815-8500-6 and Routing proved and a l	289-918-9180- (in order of app Purchase Order is	9000-9999-1912 proval steps) issued. Signing this 510-535-7038 Date Approved	6 docume	6215 6289 nt affirms Fax Nov 26	\$22,550.00 that to your 510-535-7082
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Services cannowledge ser Division Executi General Signatu Chiefs 3.	Fund 2 Facilities of be provervices were in Head ive Direct (Nov 26, 20 I Counsellure	ses 5 Capital es rided before the e not provided or, Facilities 024 12:33 PST) 7 Facilities 0 Man 7 Man Capital 2024 12:33 PST)	Approval a e contract is fully apperent a PO was is:	815-8500-6 and Routing proved and a l	289-918-9180- (in order of app Purchase Order is	9000-9999-1912 Proval steps) Issued. Signing this 510-535-7038 Date Approved Date Approved	6 9 docume	6215 6289 nt affirms Fax Nov 26	\$22,550.00 that to your 510-535-7082 , 2024

	President, Board of Education		
5 .	Signature	Date Approved	

Amendment No.5 [24-2758- File Id No.]

Board Office Use: Le	gislative File Info.
File ID Number	24-2758
Introduction Date	12-11-2024
Enactment Number	24-2148
Enactment Date	12/11/2024 CJH





Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Preston Thomas, Chief Systems & Services Officer Kenya Chatman, Executive Director, Facilities

Board Meeting Date

December 11, 2024

Subject Amendment No. 5, Agreement for Engineering Services – Jensen Hughes, Inc., Martin

Luther King Jr. Elementary School Fire & Intrusion Alarm Project – Division of Facilities

Planning and Management

Action Requested

Approval by the Board of Education of Amendment No. 5, Agreement for Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to continue to provide reinspection services along with project management through project completion as described in the proposal dated October 15, 2024, attached to this

Amendment as part of Exhibit A for the Martin Luther King Jr. Elementary School Fire &

Intrusion Alarm Project, in the additional amount of \$16,500.00, increasing the

Agreement's not-to-exceed amount from \$206,045.00 to \$222,545.00. All other terms and

conditions of the Agreement remain in full force and effect.

Discussion

This Amendment is for additional engineering design services, fire & intrusion alarm consulting services

LBP (Local Business Participation Percentage) Waived

Recommendation

Approval by the Board of Education of Amendment No. 5, Agreement for Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to continue to provide reinspection services along with project management through project completion as described in the proposal dated October 15, 2024, attached to this Amendment as part of Exhibit A for the Martin Luther King Jr. Elementary School Fire & Intrusion Alarm Project, in the additional amount of \$16,500.00, increasing the Agreement's not-to-exceed amount from \$206,045.00 to \$222,545.00. All other terms and conditions of the Agreement remain in full force and effect.

Fiscal Impact

Fund 25-Capital Facilities Fund

Attachments

- Amendment No. 5, including Exhibits
- Routing Form
- File ID: 24-2526; 24-1935; 23-2852; 24-1923; 24-0953; 24-0950 & 24-0194



Services:

AMENDMENT NO. 5

AGREEMENT FOR ENGINEERING SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Jensen Hughes, Inc.</u> OUSD entered into an agreement with CONTRACTOR for services on **January 25, 2024** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Martin Luther King Jr. Elementary School Fire & Intrusion Alarm Project** as follows and in the attached Exhibit A:

 \square The scope of work has <u>changed</u>.

 \square The scope of work is <u>unchanged</u>.

			nged: Provide brief description of revised scope of work including desertials, products, and/or reports; attach additional pages as necessary.	scription of expected final results,
ma			provide the following amended services: continue to provide reinspec proposal dated October 15, 2024, attache	
2.	If ter	•	he term of the contract is <u>unchanged</u> . The term of the contract term is extended by an additional	<u> </u>
3.	•		The contract price is <u>unchanged</u> . In the contract price is the not to exceed contract price is	has <u>changed.</u>
			ed by: <u>Sixteen Thousand Five Hundred Dollars No/100 (\$16,</u>	<u>500.00).</u>
		☐ Decreas	ed by dollars and no/100 (\$	_).
	<u> 1</u>	No/100 (\$206,0	nent, the not to exceed contract price was <u>Two Hundred Six T45.00),</u> and after this amendment, the not to exceed contract nousand Five Hundred Forty-Five Dollars No/100 (\$222,545.0	price will be: Two Hundred
			All other provisions of the Agreement, and prior Amendment(s) if as originally stated.	any, shall remain unchanged
5	Amendme	ent History:		
	TI	here are no prev	ious amendments to this Agreement. X This contract has previo	
	No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
	01	5-8-2024	Compensation	\$92,870.00
	02	5-8-2024	Compensation	\$26,600.00
	02a	10-10-2024	Compensation	\$35,100.00
	03	10-24-2024	Compensation	\$5,000.00
	04	11-13-2024	Compensation	\$46,475.00

99069.002 Rev. 10/30/08

Contract No.	P.O. No	

Approval: This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

Profil	12/12/2024
Benjamin Davis, President, Board of Education	Date
00.	

Kyla Johnson-Trammell, Superintendent Secretary Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT

(Nov 8, 2024 13:51 PST)

Preston Thomas, Chief Systems & Services Officer,

Nov 8, 2024

12/12/2024

Date

Date

Date

Date

Approval as to form:

11/08/2024

James Traber, Esq. Facilities Counsel,

CONTRACTOR: JENSEN HUGHES, INC.

11/8/2024 Contractor Signature Date

Manuelita E. David

Senior Consultant / Team Leader

Print Name, Title

Amendment No. 5 - Jensen Hughes, Inc. - Martin Luther King Jr. Elementary School Fire & Intrusion Alarm Project -\$16,500.00

(SR357123) Rev. 7/2/03

EXHIBIT "A"Scope of Work for Amendment

Contractor Name: Jensen Hughes, Inc.

- 1. Detailed Description of Services: to continue to provide reinspection services along with project management through project completion as further in the proposal dated October 15, 2024, attached to this amendment as part of Exhibit A.
- 2. Specific Outcomes:
- 3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high-quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district

Amendment No. 5 – Jensen Hughes, Inc. – Martin Luther King Jr. Elementary School Fire & Intrusion Alarm Project - \$16,500.00

{SR357123) Rev. 7/2/03



Jensen Hughes Additional Services

October 15, 2024

William Newby
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601
william.newby@ousd.org
+1 510-532-2802

RE: Martin Luther King Jr. Elementary School, 960 10th Street - Oakland, CA

Additional Fire and Intrusion Alarm Consulting Services

Dear Mr. Newby,

Enclosed is our Request for Authorization of Additional Services for the referenced project, presented to the Oakland Unified School District (OUSD) (Client) for approval.

The Martin Luther King Jr. Elementary School fire and intrusion alarm replacement project started in June 2022. The estimated scope of work included witness of the preliminary and final acceptance tests of the fire and intrusion alarm systems. Jensen Hughes' original agreement with OUSD included participation in one pretest and final inspection observations for fire alarm system and one pretest and final inspection observations for intrusion alarm system.

The pretesting of the fire and intrusion alarm systems was completed in May 2024 and deficiency letters were issued. During the initial pretesting for the fire alarm system all parties were on site, except for JCI, so testing was required to be rescheduled. In August 2024, the fire alarm system final testing was performed, and previously issued deficiencies were identified as not being addressed. At the request of OUSD, a full pretest with no noted deficiencies is to be performed prior to rescheduling the fire and intrusion alarm final inspections. We have exceeded the number of additional meetings included in our agreement amendment.

Jensen Hughes is requesting additional funding for reinspection services along with project management and coordination through anticipated project completion. Additional costs are included for the 11-month warranty inspections of the fire and intrusion alarm systems in accordance with OUSD requirements. A record of Jensen Hughes' testing participation is attached for your reference.

1220 Concord Avenue, Suite 400 Concord, CA 94520 O: +1-925-938-3550 Jensen Hughes appreciates the opportunity to assist Oakland Unified School District. If you have any questions, please contact me at +1 925-208-0601 or at jensenhughes.com

Sincerely,

Jensen Hughes

Jasun Boles Consultant

Attachments: Enclosure - Change Number 2; List of Testing and Inspections

JB/FDM:rs

Y:\Shared\Proposals\Fire & Building Safety\WNC\2024\24-0317-JIB_OUSD MLK Jr. ES_FA+IA Additional Testing\FBS-WNC-24-0317-JIB_OUSD MLK Elementary School_CO2 FA+IA Testing_20241015-R1.docx

Authorization for Additional Services

CHANGE NUMBER: 02

Date:	October 15, 2024
Project Name:	Martin Luther King Jr. Elementary School
Project Location:	960 10th Street - Oakland, California
Project No.:	1DMS21008.000
Original Contract Dated:	June 3, 2021 Amendment No. 1, signed May 26, 2022 Amendment No. 2, executed February 15, 2024
Client:	Oakland Unified School District
Contact:	William Newby

Description of Additional Services

- 1. The existing scope of services for this project includes Jensen Hughes' participation in, one fire alarm pretest, one intrusion alarm pretest, and one final inspection for each system. At the request of OUSD, we have participated in one pretest for fire and intrusion alarm systems and one fire alarm final inspection. As the project is not yet complete, we expect an additional four test and inspection site visits to complete the project. Please see attached list of testing dates and Jensen Hughes' staff member who attended for your reference.
- Amendment No. 2 provided an extension to the term of our General Services Agreement, from June 29, 2023 to April 30, 2024, and is now expired. We are therefore requesting another extension to complete the project. An extension to January 2025 is requested.

11-MONTH WARRANTY INSPECTIONS

- 1. Witness one complete test of the existing fire alarm and intrusion alarm system, at around 11 months following the final completion of each system, at the Martin Luther King Jr. Elementary School campus with the installing contractor, and at their discretion, the Client and/or the OUSD Alarm Shop. Testing will include all devices associated with the fire alarm and intrusion alarm systems. One site visit is included for the testing of each system.
- 2. Prepare one letter identifying observations made during each test and any deficiencies noted. Submit letter to the Client.
- If required, witness one retest of the fire and/or the intrusion alarm system for any corrections or
 modifications made to the system as a result of the observations letter provided by Jensen Hughes to
 confirm corrections are complete and final.
- 4. Submit one letter of completion for the warranty testing of each system to the Client.

Professional Fee

The proposed Additional Services above will be provided by Consultant for a not-to-exceed lump sum fee of \$16,500, including necessary expenses.



Acknowledgement + Signature

Jensen Hughes, Inc.:	Oakland Unified School District:
Q/L	
SIGNATURE	SIGNATURE
Jasun Boles	
PRINTED NAME	PRINTED NAME
Consultant	
TITLE	TITLE
October 15, 2024	
DATE	DATE

Attachment 1. Martin Luther King Jr. Elementary School – List of Testing and Inspections Attended by Jensen Hughes during Construction Administration Phase

Meeting #	Employee Name	Meeting Date	Inspection	Notes
1.	Secoda, David	5/28/2024	IA Pretest	Included
2.	Boles, Jasun	5/29/2024	FA Pretest (JCI no show)	Included
3.	Boles, Jasun	5/30/2024	FA Pretest	Included
4.	Boles, Jasun	8/8/2024	FA Final	Included
Four addition	nal future site visits are a	nticipated to project o	completion as follo	ows:
5.	Boles, Jasun	TBD	IA Retest	Additional
6.	Boles, Jasun	TBD	FA Retest	Additional
7.	Boles, Jasun	TBD	IA Final	Additional
 В.	Boles, Jasun	TBD	FA Final	Additional

Department of Facilities Planning and Management





Memorandum:

Date: Oct 31, 2024

To: Wil Newby

CC: Kenya Chatman, David Colbert, Pranita Ranbhise, Ty Taylor, Juanita Hunter, Colland Jang, Myra

Segovia, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

From: Tiffany Knuckles

Subject: LBU Recommendation - MLK ES - Project 15111 - Jensen Hughes

Greetings Mr. Newby,

Enclosed, please find the LBU Recommendation for the following:

Project: #15111 | Project Site: Martin Luther King Elementary School

Project Name: Fire/Alarm Intrusion Engineering Services (Extended Contract)

Company: Jensen Hughes

Analysis:

Due to the above mentioned project being an extension of a currently existing project, wherein Jensen Hughes was selected as a sole source provider for the District's Fire/Alarm and Intrusion Engineering Service projects, a full waiver of the 50% L/SLBE Requirement is recommended through the duration of their contract.

LBU Recommendation:

Full LBU Waiver

If you have any questions, please feel free to contact our team at any time.

Sincerely,

Tiffany Knuckles



TWANG3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

3 · · · · · · · · · · · · · · · · · · ·					
PRODUCER License # 0C36861	CONTACT NAME:				
Alliant Insurance Services, Inc. 560 Mission St 6th Fl	PHONE (A/C, No, Ext): (415) 946-7500				
San Francisco, CA 94105	E-MAIL ADDRESS:				
	INSURER(S) AFFORDING COVERAGE		NAIC #		
	INSURER A: Charter Oak Fire Insurance Company				
INSURED	INSURER B: Travelers Property Casualty Company of America 25674				
Jensen Hughes Inc.	INSURER C: Starr Surplus Lines Insurance Company 13604				
3610 Commerce Drive Ste 817	INSURER D :				
Baltimore, MD 21227	INSURER E :				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

INSR			ADDL		LIMITS SHOWN MAY HAVE BEEN	POLICY EFF	POLICY EXP			
LTR		TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	LIMIT	s	
Α	X	COMMERCIAL GENERAL LIABILITY					,	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	Х	X	P-630-9W377045-COF-24	6/1/2024	6/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
								MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							\$	
В	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO	Х	X	BA-9R228458-24-43-G	6/1/2024	6/1/2025	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
В	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	1,000,000
		EXCESS LIAB CLAIMS-MADE			CUP-9R228956-24-43	6/1/2024	6/1/2025	AGGREGATE	\$	1,000,000
		DED RETENTION \$							\$	
В	WOR	RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE Y/N	N/A	X	UB-2Y365586-24-43-G	6/1/2024	6/1/2025	E.L. EACH ACCIDENT	\$	1,000,000
		idatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DÉS	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
С	Pro	fessional Liab.			1000600146241	6/18/2024	6/1/2025	Per Claim/Aggregate		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Oakland Unified School District - Fire Alarm, Intrusion Alarm and Fire Sprinkler Engineering Services

The District is included as additional insured with respects to general liability and auto liability policies on a primary and non-contributory basis as required by written contract per attached endorsement. A waiver of subrogation applies to general liability, auto liability, and workers' compensation policies as required by written contract per attached endorsement. Umbrella policy follows form over general liability, auto liability, and employer's liability.

CERTIFICATE HOLDER	CANCELLATION
Oakland Unified School District	SHOULD ANY OF THE ABOVE DESCRIBED POLICE THE EXPIRATION DATE THEREOF, NOTICE ACCORDANCE WITH THE POLICY PROVISIONS.

955 High Street Oakland, CA 94601 CIES BE CANCELLED BEFORE E WILL BE DELIVERED IN

AUTHORIZED REPRESENTATIVE



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

	Project Informat		TO TOKIN
Project Name	Martin Luther King Jr. Elementary School Fire & Intrusion Alarm Project	Site	182
The second secon	Basic Direction annot be provided until the contract is awarded by the Bo authority delegated by t	oard <u>or</u> is entered l he Board.	
Attachment Checklist	 x Proof of general liability insurance, including certificates x Workers compensation insurance certification, unless ver 	and endorsements,	, if contract is over \$15,000

Contractor Name	Jensen Hughes	ctor Information Agency's Cont		on Boles			
OUSD Vendor ID#	002281	Title		nager			
Street Address	1220 Concord Avenue, Ste. 400	City	Concord		Los	T	1
Telephone	925-938-3550	Policy Expires		State	CA	Zip	94520
Contractor History	Previously been an OUSD contractor			od es es 01101			
OUSD Project #	15111	. Bicolto L	VVOIK	ed as an OUSI	emplo	yee? L	JYes ⊠ No

		Term	of Original/Amended Contract		
Date Work W effective date of	Vill Begin (i.e., f contract)	12-12-2024	Date Work Will End By (not more than 5 years from date; for construction contracts, enter planned completion New Date of Contract End (If Any)	start date) 02-	-28-2025
		Compe	ensation/Revised Compensation		
	e (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)		
Pay Rate Per Hour (If Hourly) \$		\$	If Amendment, Change in Price	\$16,500.00	
Other Expens	ses		Requisition Number	Ψ10,000	.00
If you a	re planning to multi-fun	d a contract using	Budget Information g LEP funds, please contact the State and Federal Office before	ore completin	na requisition
resource #	runding Source		Org Key	Object Code	Amoun
021/9654	Fund 25 Capital Facilities Fund	250-9021-	0-9654-8500-6290-182-9180-9000-9999-15111	6290	\$16,500.00

	Division Head	Phone	510-535-7038	-	
1.	Executive Director	- Hone	310-333-7036	Fax	510-535-7082
	Signature hatman (Nov 8, 2024 13:35 PST)		Date Approved	Nov 8, 2024	
2.	Counsel, Department of Facilities Planning and Managemen	t	Date / ipproved	1101 0, 2024	
2.	Signature James Traber		Date Approved	11/08/20	724
	Chief Systems and Services Officer			11/08/20	324
3.	Signature // //		Date Approved	n/c/	24
	Chief Financial Officer		The state of the s	11/0/0	
4.	Signature		Date Approved	manus est	
	President, Board of Education				
5.	Signature		Date Approved		

Amendment No. 4 [24-2526- File Id No.]

Board Office Use: Legislative File Info.					
File ID Number	24-2526				
Introduction Date	11-13-2024				
Enactment Number	24-2108				
Enactment Date	11/13/2024 CJH				





Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Preston Thomas, Chief Systems & Services Officer Kenya Chatman, Executive Director, Facilities

.

Board Meeting Date November 13, 2024

Subject Amendment No. 4, Agreement for Engineering Services – Jensen Hughes, Inc., - Melrose

Leadership Academy Fire Alarm, & Fire Sprinkler Systems Engineering Services Project

Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 4, Agreement for Engineering

Services by and between the District and Jensen Hughes, Inc., Concord, CA, provide additional fire and intrusion alarm drawing consulting services for the District's fire alarm and intrusion alarm systems for the Melrose Leadership Academy Fire Alarm, & Fire Sprinkler Systems Engineering Services Project, in the additional amount of \$46,475.00, increasing the Agreement's not-to-exceed amount from \$159,570.00 to \$206,045.00. All

other terms and condition of the Agreement remain in full force and effect.

This Amendment is for engineering design services fire & intrusion alarm consulting

services

Waived

LBP (Local Business Participation Percentage)

Discussion

Approval by the Board of Education of Amendment No. 4, Agreement for Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the

latter to provide engineering design services for the District's fire alarm, intrusion alarm, and fire sprinkler systems for the Melrose Leadership Academy Fire Alarm, & Fire Sprinkler Systems Engineering Services Project, in the additional amount of \$46,475.00, increasing the Agreement's not-to-exceed amount from \$159,570.00 to \$206,045.00. All

other terms and condition of the Agreement remain in full force and effect.

Fund 21 Building Fund Measure Y

Fiscal Impact

Attachments

- Amendment No. 4, including Exhibits
- Routing Form
- File ID: 24-1935; 23-2852; 24-1923; 24-0953; 24-0950 & 24-0194



AMENDMENT NO. 4

AGREEMENT FOR ENGINEERING SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Jensen Hughes, Inc.</u> OUSD entered into an agreement with CONTRACTOR for services on **January 25, 2024** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Melrose Leadership Academy at Maxwell Park Project** as follows and in the attached Exhibit A:

1.	Services	: 🗆 -	The scope of work is <u>unchanged</u> .	X The scope of work ha	s <u>changed</u> .
			nged: Provide brief description of rev rials, products, and/or reports; attach		ription of expected final results
cor	sulting serv	ices that are outs	provide the following amended service side the original scope for the District's tached to this amendment as part of E	fire alarm and intrusion alarm syst	
2.	Terms (d	uration): X Th	e term of the contract is <u>unchanged</u> .	☐ The term of the contr	act has <u>changed</u> .
		m is changed: ation date is	The contract term is extended by	an additional	, and the amended
3.	Compen	sation: 🗌 T	he contract price is <u>unchanged</u> .	X The contract price has	s <u>changed.</u>
	If the	compensation	n is changed: The not to exceed	contract price is	
		X Increase which inclu	d by: Forty-Six Thousand Four F des a contingency fee of \$4,225.	lundred Seventy-Five Dollars 00.	No/100 (\$46,475.00),
		☐ Decreas	ed by dollars a	nd no/100 (\$)	
	<u>s</u>	Seventy Dollars	nent, the not to exceed contract prior No/100 (\$159,570.00), and after ix Thousand Forty-Five Dollars	this amendment, the not to ex	ne Thousand Five hundred exceed contract price will be
	and in full i	force and effect ent History:	All other provisions of the Agreeme as originally stated.	· , , , , , , , , , , , , , , , , , , ,	·
	No.	Date	General Description of	Reason for Amendment	Amount of Increase (Decrease)
	01	5-8-2024	Compensation		\$92,870.00
	02	5-8-2024	Compensation		\$26,600.00
	02a	10-10-2024	Compensation		\$35,100.00
	03	10-24-2024	Compensation		\$5,000.00

99069.002 Rev. 10/30/08

Contract No.	P.O. No.

6. Approval: This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

E. Donie	10/7/2024 Date
•	Data
	Date
Team Leader	

{SR357123) Rev. 7/2/03

6. Approval: This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.

OAKLAND UNIFIED SCHOOL DISTRICT	CONTRACTOR: JENSEN HUGHES, INC.			
Pag D	11/14/2024			
Benjamin Davis, President, Board of Education	Date	Contractor Signature	Date	
Jagh-Source	11/14/2024	Print Name, Title		
Kyla Johnson-Trammell, Superintendent Secretary Board of Education	Date			
Preston Thomas (Oct 16, 2024 14:26 PDT)	Oct 16, 2024			
Preston Thomas, Chief Systems & Services Officer,	Date			
Approval as to form:				
James Traber	10/08/2024			
Jemes Traber, Esq.	Date			
Ğeneral Counsel, Facilities,				

{SR357123) Rev. 7/2/03

EXHIBIT "A" Scope of Work for Amendment

Contractor Name: Jensen Hughes, Inc.

- 1. Detailed Description of Services to be provided: To provide additional fire and intrusion alarm drawing consulting services that are outside the original scope for the District's fire alarm and intrusion alarm systems, as described in the proposal dated July 30, 2024, attached to this amendment as part of Exhibit A.
- 2. Specific Outcomes:
- 3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district

Amendment No. 4 – Jensen Hughes, Inc. – Melrose Leadership Academy at Maxwell Park Project - \$46,475.00

{SR357123} Rev. 7/2/03

Department of Facilities Planning and Management





Memorandum:

Date: September 18, 2023

To: Kenya Chatman, Colland Jang

CC: David Colbert, Mark Newton, Ty Taylor, Juanita Hunter, Shonda Scott, Shonnell Frost-Gibbs, Tiffany

Knuckles

From: Blake Brown

Memo Re: LBU Availability Analysis & Waiver Recommendation - Scope Specific - Fire/Alarm Intrusion

Engineering Services

Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

An availability analysis has been conducted for NAICS Code: 541330 (Engineering Services) with specifications in fire alarm, intrusion alarm, and fire sprinkler engineering services to determine the availability of certified firms that meet local business utilization on projects. We identified 50+ Oakland-based firms that may be eligible to meet the District's local business requirements and conducted outreach to verify scope, capacity, and interest. In our outreach, fewer than 4 firms, which have qualifiable certification per District requirements, were identified. Based on our analysis, it is determined that due to the limited availability of local certified firms specializing in engineering services, it is recommended that the District waive the entire 50% LBU requirement for the following scope/project(s):

- NAICS: 541330 (Engineering Services)
 - Specialized Scope: Fire Alarm, Intrusion Alarm, and Fire Sprinkler Engineering Services

If you have any questions, please feel free to contact our team at any time.

Sincerely, Blake Brown





July 30, 2024

Jorge De Anda
Oakland Unified School District
955 High Street
Oakland, CA 94601
jorge.deanda@ousd.org

+ 1 510-701-7758

RE: Melrose Leadership Academy, Maxwell Campus, 4730 Fleming Avenue - Oakland, CA

Fire and Intrusion Alarm Systems Consulting Services, OUSD Project No. 21115

Dear Mr. De Anda.

Jensen Hughes, Inc. (Consultant) is pleased to submit this proposal to provide fire and intrusion alarm systems consulting services to Oakland Unified School District (OUSD) (Client) for the referenced project.

The Maxwell Park Campus is a 3rd through 8th grade school at 4730 Fleming Avenue consisting of one existing two-story classroom building and seven existing portable classrooms. The total area of the buildings is approximately 40,500 square feet. The scope of work to be reviewed is for the relocation of one existing portable classroom, and construction of a new middle school building. The existing campus fire and intrusion alarm systems will also be replaced under a current improvement project. The main FACU will be upgraded to accommodate voice evacuation for the new middle school building prior to the replacement of the remaining school campus fire alarm system.

OUSD has requested Jensen Hughes' assistance to provide third-party review of the project's fire and intrusion alarm designs to verify compliance with the California Building and Fire Codes (CBC and CFC) and OUSD design standards, participation in meetings, and to witness testing of the fire and intrusion alarm systems.

Scope of Services

Jensen Hughes proposes to provide the following scope of services:

 Review fire and intrusion alarm drawings, datasheets, and specifications, for compliance with the applicable requirements of the CBC, CFC, Division of the State Architect (DSA) Guidelines, NFPA 72 - National Fire Alarm and Signaling Code, and OUSD Fire and Intrusion Alarm Standards. Plan reviews will be limited to fire and intrusion alarm systems only. Jensen Hughes will provide a written report of plan review comments.

> 1220 Concord Avenue, Suite 400 Concord, CA 94520 USA O: +1-925-938-3550

Four reviews are included:

- a. One 90% CD plan review, and one back check review for the relocation of the portable classroom and new middle school building.
- b. One 90% CD plan review, and one back check review for the fire and intrusion alarm system replacement in the existing main academic building and six remaining portable classrooms.
- Provide fire alarm and intrusion alarm systems consulting regarding issues that may arise during construction. Consulting time may be used for participation in virtual meetings, review of Construction Change Documents (CCDs), Architect's Supplemental Instructions (ASIs), or for providing recommendations/solutions. A total of 8 hours is included.
- 3. Attend one pre-design, one pre-construction, one pre-pull, and one pre-device connection meeting. Meetings will be on-site with the selected contractor and the Client. Meetings shall be arranged by the Client. Four meetings are included.
- 4. Witness the pre-test and final acceptance test of the fire alarm and intrusion alarm systems with the Client, Contractor, OUSD Alarm Shop, and the Inspector of Record (IOR). Results of the tests will be recorded and submitted to the Client. The upgrade of the campus fire alarm system with voice evacuation capability is a make-ready phase that will be with the new middle school building tested prior to interconnecting the campus fire alarm system. Testing will require at least a 10% functional test, to include at least one device of each input and output function, for the existing campus-wide fire alarm system. Eight visits to witness testing are included as follows:
 - Witness one fire alarm system pre-test for the relocation and interconnection of one portable classroom to make space for the new middle school building. This will confirm functionality of the fire alarm system within the portable classroom.
 - Witness one fire alarm system pre-test at the new middle school building. This will also test the campus fire alarm system with voice evacuation capability.
 - Witness one fire alarm system final acceptance test at the new middle school building.
 - Witness one fire alarm system pretest of the campus-wide fire alarm system replacement with voice evacuation capability.
 - Witness one intrusion alarm system pre-test at the relocated portable classroom.
 - Witness one intrusion alarm system pre-test at the new middle school building.
 - Witness one intrusion alarm system pre-test for the new campus-wide intrusion alarm system.
 - Witness one intrusion alarm system final acceptance test of the new campus-wide intrusion alarm system.

OWNER'S CONTINGENCY

- 1. Client has requested a 10% contingency. Up to 10 hours of fire and/or intrusion alarm systems consulting is included. Contingency services include the following:
 - a. Additional plan reviews and written reports, if needed, to resolve plan review deficiencies during any phase of the project.
 - b. Additional site visits to witness testing, if needed, to re-test deficiencies during any phase of the project.

Additional Services

Any other work requested by Client outside of the Services specified above shall be considered an "Additional Service" and will be conducted on a mutually-agreed-upon basis. When such work is requested, Jensen Hughes will submit an estimate of the cost to the Client for approval prior to commencing work.

Additional work may include, but is not limited to:

- 1. Fire or intrusion alarm system design.
- 2. Additional site visits.
- 3. Additional meetings.
- 4. Additional system tests.
- 5. Building and fire code analysis and appeals.
- 6. Review of additional resubmitted shop drawings or construction change orders.
- 7. Review of requests for payment and change orders from the contractor.
- 8. Additional construction observation visits beyond the Scope of Services.
- 9. Additional time for system acceptance testing beyond that noted in Scope of Services resulting from contractor's delays or deficiencies.
- 10. Evaluation of the existing fire alarm or intrusion alarm systems.
- 11. Fire alarm or intrusion alarm system design services.
- 12. DSA submittals or verified reports.
- 13. Professional engineer review or stamping of documents or drawings.
- 14. Automatic sprinkler system design, testing and consulting.
- 15. Mechanical, structural, or civil engineering and consulting.
- 16. Special hazard or kitchen hood fire suppression system design, testing, and consulting.
- 17. Building code and accessibility consultation.

All services not specifically described in the Proposal are excluded from Consultant's Scope of Services.

Client Responsibilities

This proposal is based upon the Client performing the following activities:

- 1. Provide Jensen Hughes with PDF file copies, of all fire and intrusion alarm system drawings pertaining to the project. These documents are for Jensen Hughes' use in providing consulting services. It is understood that Jensen Hughes will rely upon the accuracy of all documents and electronic data furnished.
- 2. Provide Jensen Hughes access to all areas of the building for the purpose of conducting the site visits and witnessing tests.
- 3. Ensure systems are ready to commence testing immediately upon arrival of inspectors.
- 4. All prior approvals from regulatory agencies must be onsite including, but not limited to, approved permit drawings and shop drawings documentation. In addition, copies of all permits, variances, waivers, or other types of agreements concerning the project must be available for review prior to testing.
- 5. Provide portable radios.
- 6. Provide personnel familiar with the location and operation of the fire alarm and intrusion alarm systems.
- 7. Provide personnel properly equipped for testing the fire and intrusion alarm systems and devices.
- 8. Provide UL-listed canned smoke, magnets, flow gauges, magnehelic pressure gauges, and all other equipment and materials required to test systems and devices.
- 9. Provide personnel with keys for access to all building spaces, elevator reset/bypass, fire alarm control panels, central station communicators, fire alarm wiring terminal cablnets, and annunciator panels.
- 10. Provide personnel capable of bypassing notification appliances and all auxiliary system control functions for portions of the test.
- 11. Provide personnel authorized to contact the OUSD Alarm Center and remote station to take fire alarm monitoring out-of-service for portions of the test.
- 12. Provide personnel familiar with the operation and location of air handling units, elevators, and other system interfaces, where applicable.
- 13. Provide at least two individuals for fire and intrusion alarm system testing. One person will remain at the panel for signal identification and system resets. The second person will activate devices. Due to the need for disconnecting wires and devices for supervision testing, at least one of these individuals shall be a technician familiar with the installation.
- 14. Coordination of the project including, but not limited to, requesting site visits, scheduling meetings, and paying any associated meeting fees with local authorities.

Professional Fees

The proposed Scope of Services above will be provided by Consultant for a not-to-exceed lump sum fee of \$46,475, including necessary expenses to perform our Scope of Services. The fee is broken out as follows:

Phase or Activity	Fees		
Basic Scope	\$42,250		
Owner Contingency	\$4,225		
Total	\$46,475		

Payments

- + Jensen Hughes' preferred payment method is electronic. Wire and ACH information is provided on the attached Remittance Information sheet.
- + Invoices will be submitted on a monthly basis using Jensen Hughes' standard invoice format. For Firm Fixed Price engagements, invoices will be submitted based on a percent of completion or fixed amount by task. For Time and Materials engagements, invoices will be submitted based on hours expended and agreed upon bill rates plus any expenses. Any deviation from the Jensen Hughes standard invoice format and submission process (including the use of customized billing formats and client portals for invoice submission) will result in a service fee of 1.5% over and above the agreed-upon fee.
- Payment is due 30 days after receipt by the client or as agreed to per the Master Service Agreement (MSA). For any invoices remaining unpaid after the agreed upon due date, Jensen Hughes reserves the right to pursue all available remedies, including, without limitation, charging a service fee of 1.5% per month, suspension of services, court costs, collection costs, reasonable attorneys' fees, expert fees, and all other costs allowed by law, which may be incurred by the Consultant in pursuit of unpaid invoices.

Terms + Conditions

Terms and conditions shall be in accordance with the Master Standby Agreement between the Oakland Unified School District and Jensen Hughes, Inc., dated April 11, 2024, and the applicable Amendments. To initiate our services, please provide an Amendment for execution.

If any terms set out in this Proposal conflict with the terms as set out in Exhibit A, Master Standby Agreement (MSA), the order of precedence shall be as follows:

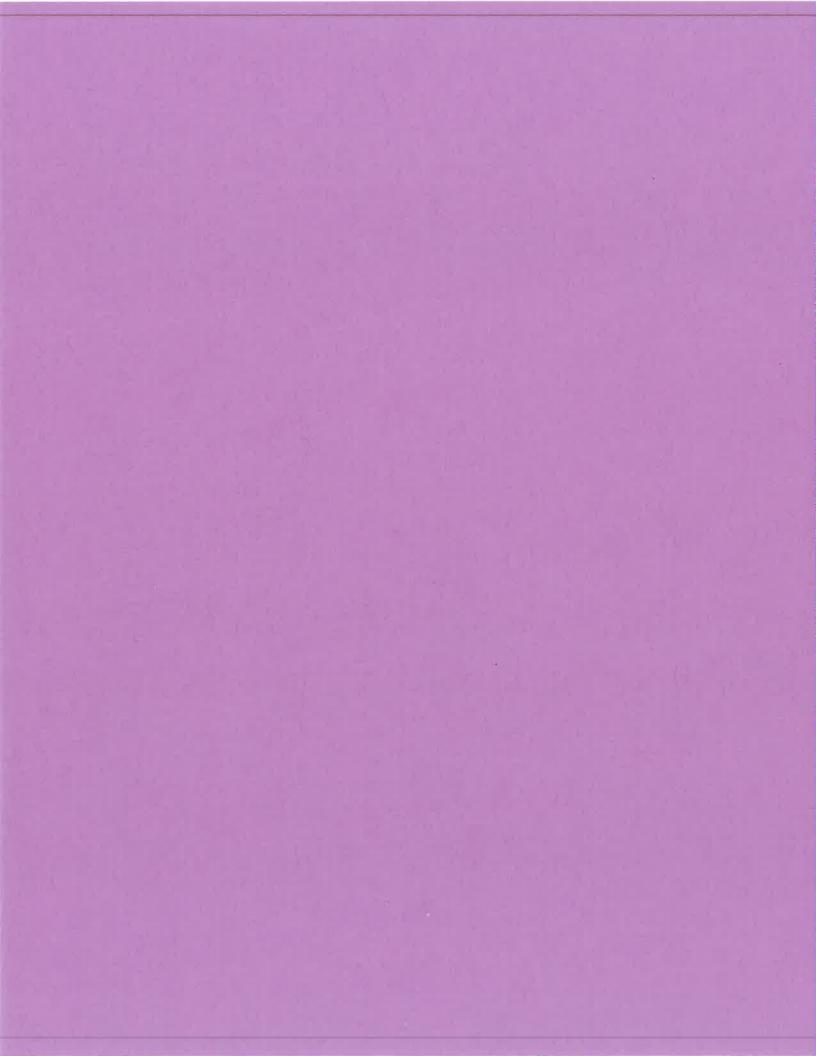
- 1. Terms as per the Proposal
- 2. Exhibit A, MSA

Refer to Exhibit A (attached) for an executed copy of the MSA. In the event that the MSA cannot be applied to our services, Jensen Hughes Standard Terms + Conditions shall apply (refer to Exhibit B).



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

	DIA	1210	N OF FAC	CILITIES P		A THE COLUMN TWO IS NOT THE COLUMN TWO IS NO	AGEMENT	ROU	JIING I	ORM
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	hment			iability insurance					is over \$15	5,000
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					Contract	tor Information	1			
Conti	ractor N	ame	Jensen Hug	hes		Agency's Cont		oda		
	D Vendo		002281			Title	Manager			
Stree	et Addre	ss	1220 Conco	ord Avenue, Ste.	400	City	Concord	State	CA Z	ip 94520
Telep	phone		925-257-514	45		Policy Expires				
Conti	ractor H	istory	Previously b	een an OUSD co	ontractor?	✓ Yes ☐ No	Worked as ar	OUSD	employee?	? ☐ Yes No ⊠
OUS	D Project	ct #	22126							
_										
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Reso	ource #	Fund	ing Source			Org Key			Object Code	Amount
9655	/9891	Fund 2	1 Measure Y	210-9655-0-9	891-8500-0	6289-235-9180	-9906-9999-22	126	6289	\$46,475.00
				Approval a	and Routing	g (in order of ap	proval steps)			
				contract is fully ap	proved and a			his docu	ment affirms	that to your
	Division	Head				Phone	510-535-70	38	Fax	510-535-7082
1.	Executi	ve Direct	or, Facilities							
I	Signatu	re Keriya hati	man (Oct 16, 2024 08:28 PDT	·)			Date Approved	Ос	t 16, 202	4
	General	Counse	l, Facilities							
2.	Signatu	re 🤇	ames T.	raber			Date Approved	i i	10/08/202	24
	Chief S	ystem's a	nd Services O	fficer						
3.	Signatu	re	bomas (Oct 16, 2024 1	4:26 PDT)			Date Approved	l Oc	t 16, 2024	
	Chief Fi	nancial ((
4.	Signatu	re					Date Approved			
	Preside	nt, Board	d of Education							
5.	Signatu	re					Date Approved			



Amendment No. 3 [24-1935- File Id No.]

Board Office Use: Le	gislative File Info.
File ID Number	24-1935
Introduction Date	10-23-2024
Enactment Number	24-1993
Enactment Date	10/23/2024 os





Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Preston Thomas, Chief Systems & Services Officer, - Kenya Chatman, Executive Director,

Facilities

Board Meeting Date October 23, 2024

Subject Amendment No. 3, Agreement for Engineering Services – Jensen Hughes, Inc. - Child Care

Services Medical Therapy Unit at Santa Fe Campus Fire Alarm, & Sprinkler Systems Engineering Services Project and Termination of General Services Agreement – Division of

Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 3, Agreement for Engineering

Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide additional fire and intrusion alarm drawing consulting services for the District's fire alarm and intrusion alarm systems for the Child Care Services Medical Therapy Unit at the Santa Fe Campus Project, in the additional amount of \$5,000.00, increasing the Agreement's not-to-exceed amount from \$154,570.00 to \$159,570.00, and terminating the General Services Agreement dated January 25, 2024. All other terms and condition of the Master Standby

Agreement remain in full force and effect.

Discussion This Amendment is for additional fire & intrusion alarm consulting services.

LBP (Local Business Participation Percentage)

Waived

Recommendation Approval by the Board of Education of Amendment No. 3, Agreement for Engineering

Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide additional fire and intrusion alarm drawing consulting services for the District's fire alarm and intrusion alarm systems for the Child Care Services Medical Therapy Unit at the Santa Fe Campus Project, in the additional amount of \$5,000.00, increasing the Agreement's not-to-exceed amount from \$154,570.00 to \$159,570.00, and terminating the General Services Agreement dated January 25, 2024. All other terms and condition of the Master Standby

Agreement remain in full force and effect.

Fiscal Impact Fund 40 Special Reserve Capital

Attachments • Amendment No. 3, including Exhibits

Routing Form

• File ID: 23-2852; 24-1923;24-0953;24-0950 & 24-0194



99069.002 Rev. 10/30/08

Contract No.

AMENDMENT NO. 3

AGREEMENT FOR ENGINEERING SERVICES

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Jensen Hughes, Inc.</u> OUSD entered into an agreement with CONTRACTOR for services on **January 25, 2024** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Child Care Services Medical Therapy Unit at Santa Fe Campus Project** as follows and in the attached Exhibit A:

1.	Services	::	The scope of work is <u>unchanged</u> . X The scope of work	has <u>changed</u> .
			nged: Provide brief description of revised scope of work including derials, products, and/or reports; attach additional pages as necessary.	scription of expected final results
COI	sulting serv	ices that are out	provide the following amended services: To provide additional fire and side the original scope for the District's fire alarm and intrusion alarm substacted to this amendment as part of Exhibit A.	d intrusion alarm drawing systems, as described in the
2.	Terms (d	luration): 🔲 Th	ne term of the contract is <u>unchanged</u> . X The term of the cor	ntract has <u>changed</u> .
			The contract term is extended by an additional <u>Three hundred spiration</u> date is <u>December 31, 2025</u> . The current end date is D	
3.	Compen	sation:	The contract price is <u>unchanged</u> . X The contract price	has <u>changed.</u>
	If the	compensatio	n is changed: The not to exceed contract price is	
		X Increase	ed by: Five Thousand Dollars No/100 (\$5,000.00).	
		☐ Decreas	ed by dollars and no/100 (\$	_).
			nent, the not to exceed contract price was One Hundred Fifty-F	
			<u>s No/100(\$154,570.00)</u> and after this amendment, the not to exc Nine Thousand Five hundred Seventy Dollars No/100 (\$159,	
	_			
			All other provisions of the Agreement, and prior Amendment(s) it as originally stated.	f any, shall remain unchanged
5.	Amendme	ent History:		
	□ TI	nere are no prev	ious amendments to this Agreement. X This contract has previous	ously been amended as follows:
	No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
	01	5-8-2024	Compensation	\$92,870.00
	02	5-8-2024	Compensation	\$26,600.00
	02a	10-10-2024	Compensation	\$35,100.00
			is not effective, and no payment shall be made to Contractor based on by the Board of Education.	this Amendment, until it is signed

P.O. No.

OAKLAND UNIELED SCHOOL DISTRICT

- 6. **Approval:** This Amendment is not effective, and no payment shall be made to Contractor based on this Amendment, until it is signed by Contractor and approved by the Board of Education.
- 7. **Termination of the General Services Agreement**. Contractor and OUSD acknowledge and agree that the General Services Agreement, dated January 25, 2024, entered by and between OUSD and Contractor, shall be terminated as of the date of this Amendment No. 3.

CARLAND UNIFIED SCHOOL DISTRICT		CONTRACTOR: JENSEN HUGHES, INC.
Page	10/24/2024	Manuelita E. Druid 9/17/2024
Benjamin Davis, President, Board of Education	Date	Contractor Signature Date Manuelita E. David
Home	10/24/2024	Senior Consultant + Team Leader Print Name, Title
Kyla Johnson-Trammell, Superintendent Secretary Board of Education	Date	
Preston Thomas (Sep 25, 2024 21:27 PDT) Preston Thomas, Chief Systems & Services	Sep 25, 2024 ———————————————————————————————————	
Approval as to form:		
Approval as to form:		
Mark Williams	09/24/2024	
Mark Williams, Esq. Facilities Counsel	Date	

EXHIBIT "A" Scope of Work for Amendment

Contractor Name: Jensen Hughes, Inc.

- 1. Detailed Description of Services to be provided: To provide additional fire and intrusion alarm drawing consulting services that are outside the original scope for the District's fire alarm and intrusion alarm systems, as described in the proposal dated June 17, 2024, attached to this amendment as part of Exhibit A.
- 2. Specific Outcomes:
- 3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district

Amendment No. 3 – Jensen Hughes, Inc. - Child Care Services Medical Therapy Unit at Santa Fe Campus Project - \$5,000.00

{SR357123} Rev. 7/2/03



Jensen Hughes Additional Services

June 17, 2024

Imani Nycosi
Oakland Unified School District
955 High Street
Oakland, CA 94601
imani.nycosi@ousd.org
+1 510-501-4399

RE:

Child Care Services Medical Therapy Unit at Sante Fe Campus, 915 54th Street – Oakland, CA Additional Fire and Intrusion Alarm Systems Consulting Services, OUSD Project No. 21115

Dear Mr. Nycosi,

Enclosed is our Authorization for Requested Additional Services for the referenced project, presented to Imani Nycosi on behalf of the Oakland Unified School District (OUSD) (Client) for approval.

Jensen Hughes (Consultant) has completed our original scope for initial and backcheck review consulting services for the fire and intrusion alarm designs for the project as produced and provided by HY Architects and their consultants. Jensen Hughes has been requested to provide additional fire and intrusion alarm drawing review for the project. These services are outside the scope originally agreed upon for this project.

Jensen Hughes appreciates the opportunity to assist Oakland Unified School District. If you have any questions, please contact me at +1 925-208-0601 or at jasun.boles@jensenhughes.com.

Sincerely,

Jensen Hughes

Jasun Boles Consultant

Attachments: Enclosure - Change Number 1

JIB/DMS:rs

 $Y:\Shared\Proposals\Fire \& Building Safety\WNC\2024\24-0193-JIB_OUSD Child Care MTU at Santa Fe \Control TP Review\FBS-WNC-24-0193-JIB_OUSD CCS MTU @ Santa Fe_CO1 TP Review 20240617.docx$

1220 Concord Avenue, Suite 400 Concord, CA 94520 USA O: +1-925-938-3550

Authorization for Requested Additional Services

CHANGE NUMBER: 1

Date:	June 17, 2024
Project Name:	Child Care Services Medical Therapy Unit at Santa Fe Campus
Project Location:	915 54th Street in Oakland California
OUSD Project No.:	21115
Jensen Hughes Project No.:	1DMS23005,000
Original Contract Dated:	January 25, 2024
Client:	Oakland Unified School District
Contact:	Imani Nycosi

Description of Additional Services

Jensen Hughes proposes to perform the following additional scope of services:

 Additional fire alarm and intrusion alarm design review. A total of one review and letter with plan markups is included.

Professional Fee

The proposed Scope of Services above will be provided by Consultant for a firm fixed fee of \$5,000, including necessary expenses to perform our Scope of Services.

Net Increase for these Additional Services	\$ 5,000

Department of Facilities Planning and Management





Memorandum:

Date: September 18, 2023

To: Kenya Chatman, Colland Jang

CC: David Colbert, Mark Newton, Ty Taylor, Juanita Hunter, Shonda Scott, Shonnell Frost-Gibbs, Tiffany

Knuckles

From: Blake Brown

Memo Re: LBU Availability Analysis & Waiver Recommendation - Scope Specific - Fire/Alarm Intrusion

Engineering Services

Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

An availability analysis has been conducted for NAICS Code: 541330 (Engineering Services) with specifications in fire alarm, intrusion alarm, and fire sprinkler engineering services to determine the availability of certified firms that meet local business utilization on projects. We identified 50+ Oakland-based firms that may be eligible to meet the District's local business requirements and conducted outreach to verify scope, capacity, and interest. In our outreach, fewer than 4 firms, which have qualifiable certification per District requirements, were identified. Based on our analysis, it is determined that due to the limited availability of local certified firms specializing in engineering services, it is recommended that the District waive the entire 50% LBU requirement for the following scope/project(s):

- NAICS: 541330 (Engineering Services)
 - Specialized Scope: Fire Alarm, Intrusion Alarm, and Fire Sprinkler Engineering Services

If you have any questions, please feel free to contact our team at any time.

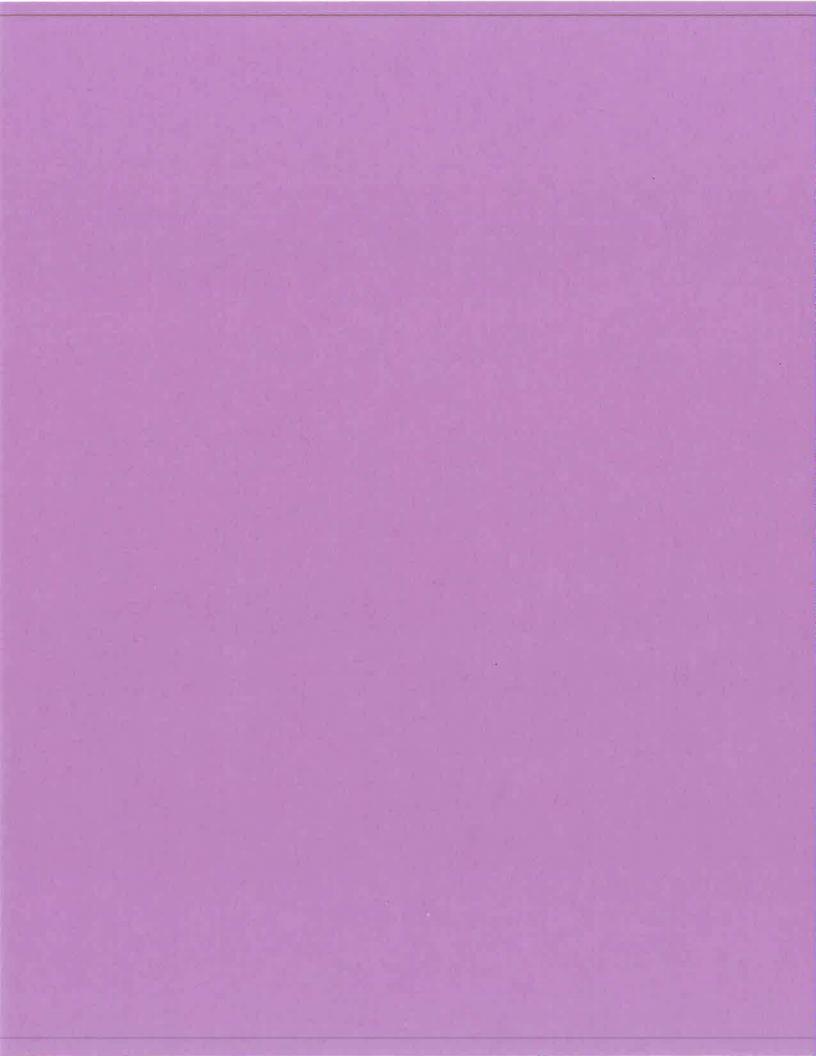
Sincerely, Blake Brown





DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

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					Projec	t Information				
Proj Nam		t Child Care Services Medical Therapy Unit a			at Santa Fe	Site	15	0		
					Basi	c Directions				
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	chment cklist					ertificates and en , unless vendor is	dorsements, if con a sole provider	tract is	over \$15	5,000
					Contract	tor Information				
Con	tractor N	ame	Jensen H	ughes, Inc.		Agency's Conta	· · · · · · · · · · · · · · · · · · ·	a		
OUS	SD Vendo	or ID#	002281			Title	Manager			
Stre	et Addres	ss	1220 Con	cord Avenue, Ste	. 400	City	Concord S	tate	CA Z	ip 94520
	phone		925-257-5			Policy Expires				
-	tractor H			been an OUSD	contractor?	Yes □ No	Worked as an O	USD e	mployee'	? 🗌 Yes No 🖂
OUS	SD Projec	ct #	21115							
				Terr	n of Origi	nal/Amende	d Contract			
			egin (i.e.,	04-11-2024	Date Wo	ork Will End By (not more than 5 year	s from s	start	02-28-2029
effe	ective date	of contra	act)	<u> </u>		e of Contract E	s, enter planned com	pletion	date)	
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					Budge	t Information				
	If you	are plann	ing to multi-f	und a contract using			ate and Federal Offic	e <u>before</u>	<u>e</u> completii	ng requisition.
Res	ource #	Fundir	ng Source			Org Key			Object Code	Amount
9940	0/9861	Fu	nd 40	400-9940-0-98	861-8500-62	74-150-9180-1	313-9999-21115	_	5825	\$5,000.00
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						g (in order of ap				
				the contract is fully ed before a PO was		a Purchase Order is	issued. Signing this	docum	ent affirms	tnat to your
	Division	Head				Phone	510-535-7038		Fax	510-535-7082
1.	Executiv	ve Direct	or, Facilities	3						
	Signatu		Zu-				Date Approved	Sep	25, 202 ⁴	1
\vdash			mas (Sep 25, 2024 I, Facilities				Date Approved		,	·
2.	2. Signature Wark Williams Date Approved 09/24/2024									
\Box	Chief Sy	/stems a	nd Services	Officer						
3. Signature Preston Thomas (Sep 25, 2024 21:27 PDT) Date Approved Sep 25, 2024)24				
Ш	Chief Fi	nancial (O, EVET EI.EI (D1)						
4.	Signatu	re					Date Approved			
	Preside	nt, Board	d of Education	on						
5.	Signatu	re					Date Approved			
1 2.	Oigiliata						Date / ipproved	1		



Amendment No. 2a [24-1923- File Id No.]

Board Office Use: Legislative File Info.					
File ID Number	24-1923				
Introduction Date	10-9-2024				
Enactment Number	24-1874				
Enactment Date	10/9/2024 CJH				





Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Preston Thomas, Chief Systems & Services Officer, - Kenya Chatman, Executive

Director, Division of Facilities Planning and Management

Board Meeting Date

October 9, 2024

Subject

Amendment No. 2a, to Master Standby Agreement for Engineering Services – Jensen Hughes, Inc., - Fremont High School Modernization Fire Alarm, Intrusion Alarm, & Fire Sprinkler Systems Engineering Services Project – Division of Facilities Planning and

Management

Action Requested

Approval by the Board of Education of Amendment No. 2a, to the Master Standby Agreement for Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide engineering design services for the District's fire alarm, intrusion alarm, and fire sprinkler for the Fremont High School Modernization Fire Alarm, Intrusion Alarm, & Fire Sprinkler Systems Engineering Services Project, in the additional amount of \$35,100.00, increasing Agreement's not-to-exceed amount from \$119,470.00 to \$154,570.00, and the amount allocated to this specific Project from \$26,600.00 to \$61,700.00. All other terms and condition of the Agreement remain in full force and effect.

Discussion

This Amendment is for the District's fire alarm, intrusion alarm, & fire sprinkler systems Engineering Services Project.

LBP (Local Business Participation Percentage) Waived

Recommendation

Approval by the Board of Education of Amendment No. 2a, to the Master Standby Agreement for Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide engineering design services for the District's fire alarm, intrusion alarm, and fire sprinkler for the Fremont High School Modernization Fire Alarm, Intrusion Alarm, & Fire Sprinkler Systems Engineering Services Project, in the additional amount of \$35,100.00, increasing Agreement's not-to-exceed amount from \$119,470.00 to \$154,570.00, and the amount allocated to this specific Project from \$26,600.00 to \$61,700.00. All other terms and condition of the Agreement remain in full force and effect.

Fiscal Impact

Fund 21 Building Funds Measure J

Attachments

- Amendment No. 2a including Exhibits
- Routing Form
- File ID's 24-0953; 24-0194; 24-0950



99069.002 Rev. 10/30/08

Contract No.

AMENDMENT NO. 2a

AWARD OF STANDBY MASTER AGREEMENT FOR ENGINEERING SERVICES AGREEMENT

This Amendment is entered into between the Oakland Unified School District (OUSD) and <u>Jensen Hughes, Inc.</u> OUSD entered into an agreement with CONTRACTOR for services on **April 11**, **2024** ("Agreement"), and the parties agree to amend the Agreement for the Services with **Fremont High School Modernization Fire Alarm, Intrusion Alarm, & Fire Sprinkler Systems Engineering Services Project** as follows and in the attached Exhibit A:

1.	Services	::	he scope of work is <u>unchanged</u> .	X The scope of work has <u>c</u>	hanged.			
	If scope of work changed: Provide brief description of revised scope of work including description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary.							
ala	rm, and intr		provide the following amended services ulting services of Phase II, as describe					
2.	Terms (d	luration): X Th	e term of the contract is <u>unchanged</u> .	☐ The term of the contract h	nas <u>changed</u> .			
	If ter amer	m is changed: nded expiration	The contract term is extended b date is	y an additional	, and the			
3.			he contract price is <u>unchanged</u> .	X The contract price has ch	anged.			
	If the	compensation	n is changed: The not to exceed of	contract price is				
		X Increase	d by: Thirty-Five Thousand One	Hundred Dollars No/100 (\$35,10	<u>0.00).</u>			
				Ι (400 / Φ				
		☐ Decreas	ed by dollars a	nd no/100 (\$).				
	Б.			.				
			nent, the not to exceed contract prices No/100(\$119,470.00) and after th					
			our thousand Five hundred Sev					
			All other provisions of the Agreemer as originally stated.	nt, and prior Amendment(s) if any,	shall remain unchanged			
5.	Amendme	ent History:						
	☐ Th	ere are no previ	ous amendments to this Agreement	. X This contract has previously b	peen amended as follows:			
	No.	Date	General Description of	Reason for Amendment	Amount of Increase (Decrease)			
	01	5-8-2024	Compensation		\$92,870.00			
	02	5-8-2024	Compensation		\$26,600.00			
			is not effective, and no payment shall by the Board of Education.	oe made to Contractor based on this Ar	mendment, until it is signed			

P.O. No.

OAKLAND UNIFIED SCHOOL DISTRICT

Preston Thomas, Chief Systems & Services

Officer,

Approval as to form:

James Traber, Esq.

General Counsel, Facilities,

Page	10/10/2024
Benjamin Davis, President, Board of Education	Date
If My Journal	10/10/2024
Kyla Johnson-Trammell, Superintendent Secretary Board of Education	Date
Preston Thomas (Sep 13, 2024 15:46 PDT)	Sep 13, 2024

CONTRACTOR: JENSEN HUGHES, INC.						
Manuelita E. Drie	8/9/2024					
Contractor Signature	Date					
Manuelita E. David,						
Senior Consultant + Team Leader						
Print Name, Title						

CONTRACTOR, JENSEN HUGUES INC

Date

Date

08/08/2024

EXHIBIT "A" Scope of Work for Amendment

Contractor Name: Jensen Hughes, Inc.

- 1. Detailed Description of Services to be provided: To provide additional fire & intrusion alarm consulting services, which consist of reviewing drawings & specifications for Phase II fire and intrusion alarm designs to verify code compliance with the District's Standards, as described in the proposal dated July 3, 2024, attached to this amendment as part of Exhibit A.
- 2. Specific Outcomes:
- 3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract:

0 Ensure a high quality instructional core	0 Prepare students for success in college and careers
0 Develop social, emotional and physical health	X Safe, healthy and supportive schools
X Create equitable opportunities for learning	x Accountable for quality
0 High quality and effective instruction	0 Full service community district

Amendment No. 3 – Jensen Hughes, Inc. - Fremont High School Modernization Fire Alarm, Intrusion Alarm, & Sprinkler Systems Engineering Services Project - \$35,100.00

{SR357123} Rev. 7/2/03



Jensen Hughes Additional Services

July 3, 2024

JaQuan Cornish
Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601
jaquan.cornish@ousd.org
+1 510-535-7041

RE:

Fremont High School Modernization & New Parking Lot

Phase 2 Additional Services, Fire and Intrusion Alarm Consulting

Dear Mr. Cornish,

Enclosed is our Request for Authorization of Additional Services for the referenced project, presented to the Oakland Unified School District (OUSD) (Client) for approval.

The Fremont High School modernization project has been expanded to include a Phase 2 area of work. Phase 2 will remove three existing portable buildings at the Northeast corner of the campus. Phase 2 will provide three new buildings comprised of six modulars. One of the new buildings will be a stand-alone administration building. The other two buildings will provide five new classrooms. The three new buildings will be constructed in the same area where the existing buildings will be removed.

OUSD has requested Jensen Hughes' assistance in reviewing the Phase 2 fire and intrusion alarm designs to verify compliance with the applicable codes and OUSD Standards, participation in meetings, and to witness testing of the fire alarm and intrusion alarm systems.

Jensen Hughes appreciates the opportunity to assist Oakland Unified School District. If you have any questions, please contact me at +1 925-208-0598 or at dsecoda@jensenhughes.com.

Sincerely,

Jensen Hughes

Senior Consultant

Attachments: Enclosure - Change Number 1

DMS/rs

Y:\Shared\Proposals\Fire & Building Safety\WNC\2024\24-0218-DMS_OUSD Fremont HS Ph2_Add Svs\FBS-WNC-24-0218-DMS_Fremont HS Ph2_CO1 Add Service 202407023-R1.docx

1220 Concord Avenue, Suite 400 Concord, CA 94520 O: +1-925-938-3550

Authorization for Additional Services

CHANGE NUMBER: 01

Date:	July 3, 2024
Project Name:	Fremont High School
Project Location:	4610 Foothill Boulevard, Oakland, CA 94601
Project No.:	1DMS24002.000
Original Contract Dated:	April 11, 2024; with Amendment No. 2, signed April 12, 2024
Client:	Oakland Unified School District
Contact:	JaQuan Cornish

Description of Additional Services

- Review fire alarm drawings, datasheets, and specifications, for compliance with the applicable California Building and Fire Codes, Division of the State Architect (DSA) Guidelines, NFPA 72 - National Fire Alarm and Signaling Code requirements, and OUSD Fire Alarm Standards. Plan reviews will be limited to fire alarm and Intrusion alarm systems only. Jensen Hughes will provide a written report of plan review comments. Two reviews are Included: one 90% CD plan review, and one back check review.
- 2. Provide general fire alarm and Intrusion alarm system consulting regarding Issues that may arise during construction. Consulting time may be used for participation in meetings, review of Construction Change Documents (CCDs), Architect's Supplemental Instructions (ASIs), or for providing recommendations/solutions. A total of 16 hours is Included.
- 3. Attend one pre-design, one pre-construction, one pre-pull, and one pre-device connection meeting. Meeting will be on-site with the selected contractor and the Client. Meetings shall be arranged by the Client. Four meetings are included.
- 4. Witness the pre-test and final acceptance test of the fire alarm and intrusion alarm systems with the Client, Contractor, OUSD Alarm Shop, and the Inspector of Record (IOR). Fire alarm testing will include reacceptance testing of existing fire alarm devices in accordance with NFPA 72. Results of the tests will be recorded and submitted to the Client. Four visits to witness testing are included as follows:
 - a. Witness one fire alarm system pre-test (Phase 2).
 - b. Witness one fire alarm system final test (Phase 2).
 - c. Witness one Intrusion alarm system pre-test (Phase 2).
 - d. Witness one intrusion alarm system final test (Phase 2).

Professional Fee

The proposed Additional Services noted above will be provided by Consultant for a lump sum amount of \$35,100, including necessary expenses and an Owner's Contingency of \$5,000 to perform our Scope of Services.

The Owner's Contingency of \$5,000 will not be invoiced unless budget is necessary to complete the Scope of Services.

Net Increase for these Additional Services	\$ 35,100.00
Original Contract Sum	\$ 26,600.00
Net Change by Previously Authorized Additional Services	\$ 35,100.00
Contract Sum Prior to this Additional Services Request	\$ 26,600.00
Net Increase for Additional Services described herein	\$ 35,100.00
New Contract Sum	\$ 61,700.00

SIGNATURE

David M. Secoda

PRINTED NAME

Senior Consultant

TITLE

July 3, 2024

DATE

Department of Facilities Planning and Management





Memorandum:

Date: September 18, 2023

To: Kenya Chatman, Colland Jang

CC: David Colbert, Mark Newton, Ty Taylor, Juanita Hunter, Shonda Scott, Shonnell Frost-Gibbs, Tiffany

Knuckles

From: Blake Brown

Memo Re: LBU Availability Analysis & Waiver Recommendation - Scope Specific - Fire/Alarm Intrusion

Engineering Services

Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

An availability analysis has been conducted for NAICS Code: 541330 (Engineering Services) with specifications in fire alarm, intrusion alarm, and fire sprinkler engineering services to determine the availability of certified firms that meet local business utilization on projects. We identified 50+ Oakland-based firms that may be eligible to meet the District's local business requirements and conducted outreach to verify scope, capacity, and interest. In our outreach, fewer than 4 firms, which have qualifiable certification per District requirements, were identified. Based on our analysis, it is determined that due to the limited availability of local certified firms specializing in engineering services, it is recommended that the District waive the entire 50% LBU requirement for the following scope/project(s):

- NAICS: 541330 (Engineering Services)
 - Specialized Scope: Fire Alarm, Intrusion Alarm, and Fire Sprinkler Engineering Services

If you have any questions, please feel free to contact our team at any time.

Sincerely, Blake Brown





DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information								
Project Name	Fremont High School Modernization	Site	302					
Basic Directions								
Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board.								
Attachment Checklist								

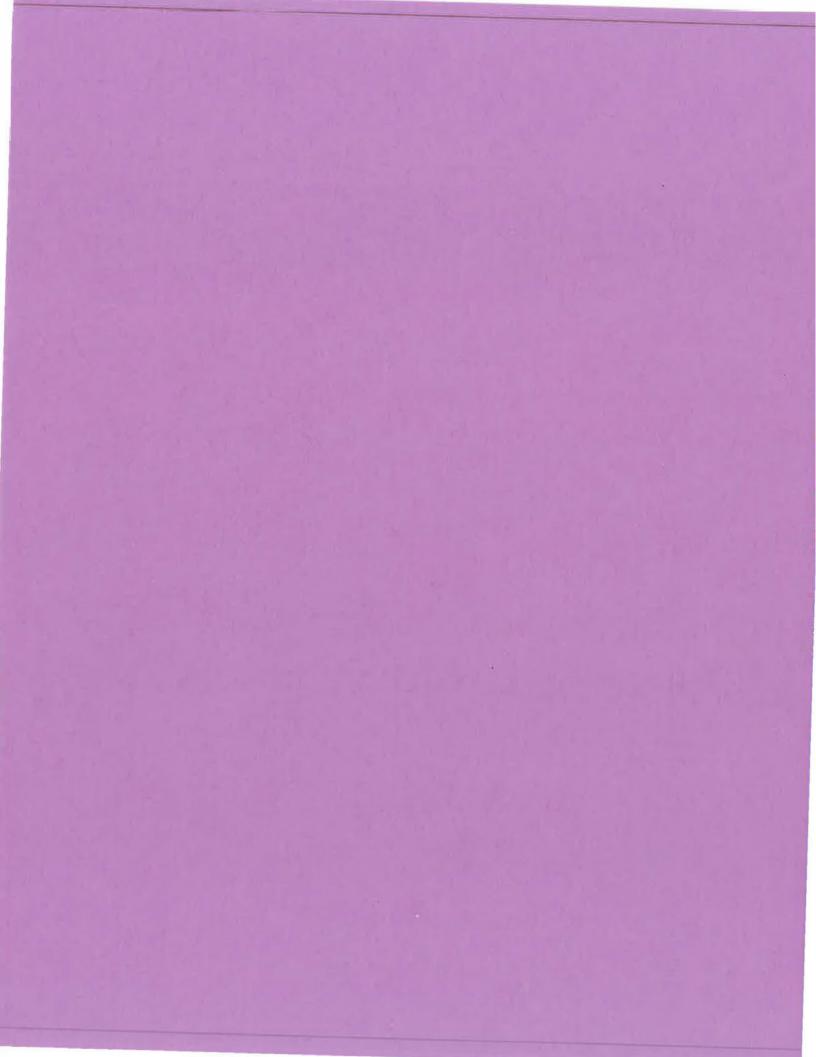
Contractor Information							
Contractor Name	Jensen Hughes, Inc.	Agency's Cor	ntact	David Secoda	l .		
OUSD Vendor ID#	002281	Title	Title Manager				
Street Address	1220 Concord Avenue, Ste. 400	City	Concord	State	CA	Zip	94520
Telephone	925-257-5145	Policy Expire	S				
Contractor History Previously been an OUSD contractor? X Yes □ N o Worked as an OUSD employee? □ Yes X No							
OUSD Project #	22156						

Term of Original/Amended Contract					
Date Work Will Begin (i.e., effective date of contract)	4-11-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date) New Date of Contract End (If Any)	2-28-2029		

Compensation/Revised Compensation						
If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$			
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$35,100.00			
Other Expenses		Requisition Number				
Budget Information						

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition. Resource # Funding Source Object Code 9650 9921 Fund 21 Measure J 210-9650-0-9921-8500-6289-302-9180-9005-9999-22156 6289 \$35,100.00

	Approval and Routin	ng (in order of approv	al step	os)				
	s cannot be provided before the contract is fully approved and a s were not provided before a PO was issued.	Purchase Order is issued	I. Signir	ng this docu	ment affirms tha	t to your knowledge		
	Division Head	Phone		510-535- 7038	Fax	510-535-7050		
1.	Executive Director, Facilities							
	Signature Keriya (hatnian (Aug 14, 2024 08:28 PDT)			proved	Aug 14, 2024			
2.	General Counsel, Facilities							
	Signature James Traber Date A		ate App	proved 08/08/2024				
	Chief System & Services Officer			•				
3.	Signature Preston Thomas (Sep 13, 2024 15:46 PDT)			Date Approved	Sep 13, 2024			
	Chief Financial Officer							
4.	Signature			Date Approved				
	President, Board of Education							
5 .	Signature			Date Approved				



Amendment No. 2 [24-0953- File Id No.

Board Office Use: Legislative File Info.				
File ID Number	24-0953			
Introduction Date	5-8-2024			
Enactment Number	24-0852			
Enactment Date	5/8/2024 er			





Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning and

Management- Kenya Chatman, Executive Director, Facilities

Board Meeting Date May 8, 2024

Subject Amendment No. 2, Agreement for Engineering Services – Jensen Hughes, Inc., - Fremont High

School Modernization Fire Alarm, Intrusion Alarm, & Sprinkler Systems Engineering Services

Project – Division of Facilities Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1, to the Agreement for Engineering

Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide engineering design services for the District's fire alarm, intrusion alarm, and fire sprinkler systems for the Fremont Modernization Fire Alarm, Intrusion Alarm, & Sprinkler Systems Engineering Services Project, in an additional total amount of \$26,600.00, increasing Agreement's total not-to-exceed amount from \$92,870.00 to \$119,470.00, pursuant to the

Amendment. All other terms and condition of the Agreement remain in full force and effect.

This Amendment is for engineering design services for the District's fire alarm, intrusion alarm

and fire sprinkler systems.

Waived

LBP (Local Business Participation Percentage)

Discussion

Approval by the Board of Education of Amendment No. 2, to the Agreement for Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to

provide engineering design services for the District's fire alarm, intrusion alarm, and fire sprinkler systems for the Fremont High School Modernization Fire Alarm, Intrusion Alarm, & Sprinkler Systems Engineering Services Project, in an additional total amount of

\$26,600.00, increasing Agreement's total not-to-exceed amount from \$92,870.00 to \$119,470.00, pursuant to the Amendment. All other terms and condition of the Agreement

remain in full force and effect.

Fund 21 Building Funds, Measure J

Fiscal Impact

Attachments • Amendment No. 2, including exhibits

• Routing Form

• File IDs 24-0194; 24-0950

Exhibit A

Amendment No. 2 to the Agreement for Engineering Services

Fire Alarm Systems at Fremont High School for Modernization Project

Pursuant to the agreement between the Oakland Unified School District ("District") and Jensen Hughes, Inc. ("Engineer") effective April 11, 2024 ("Agreement") for the Measure Y construction program, the District and Engineer agree to amend the Agreement to add engineering services for design and construction administration of the fire alarm systems work of improvement ("Fire Alarm Systems Work").

The terms of the Agreement are incorporated into, and govern, this amendment except as may be provided otherwise by this amendment. In the event of a conflict between the Agreement and this amendment, the terms of this amendment shall control.

For the Fire Alarm Systems Work, Engineer shall perform the Basic and Additional Services specified in the Agreement. In addition, Engineer shall provide the scope of services as delineated in the Fee Proposal, dated November 9, 2023.

Multiple prime construction contracts are not being used as the delivery method for the Fire Alarm Systems Work.

For the engineering services to be provided under this amendment to the Agreement, Engineer shall complete such services to include but not be limited to reviewing design drawings for fire alarm systems, responding to address issues during construction, and witnessing the pre-test and final acceptance test of the systems with the District Project Manager, Contractor, OUSD Alarm Shop, and Project Inspector ("IOR").

For the Basic Services satisfactorily performed under this amendment to the Agreement, Engineer shall be compensated according to its hourly rate schedule (*Exhibit A* to the Agreement). Engineer's total compensation for its Basic Services shall not exceed Twenty-Four Thousand Two Hundred Dollars and No Cent (\$24,200.00), which is Engineer's estimate of the maximum total cost of its Basic Services on the Fire Alarm Systems Work, based on its November 9, 2023, fee proposal. Engineer acknowledges that the amount for Basic Services includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services.

If the total amount invoiced by Engineer reaches the not-to-exceed Basic Services amount before Engineer's Basic Services under the Agreement are complete, Engineer must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

Engineer's total reimbursement for Reimbursable Expenses shall not to exceed Zero Dollars and No/100(\$0.00), which is Engineer's estimate of the maximum total cost of Reimbursable Expenses on the Fire Alarm Systems Work.

Engineer's total contingency compensation for Additional Services pursuant to Article 6 for the Fire Alarm Systems Work shall not exceed Two Thousand Four Hundred Dollars and No Cent (\$2,400.00).

The total not-to-exceed price of this amendment for the Fire Alarm Systems Work, based on Basic and Additional Services and Reimbursable Expenses (see above), is Twenty-Six Thousand Six Hundred Dollars and No Cent (\$26,600.00).

Prior to this amendment, the not to exceed contract price was Ninety-Two Thousand Eight Hundred Seventy Dollars No/100(\$92,870.00) and after this amendment, the not to exceed contract price will be: One Hundred Nineteen Thousand Four Hundred Seventy Dollars No/100 (\$119,470.00).

Engineer shall provide a minimum of one (1) full-time employee for the Fire Alarm Systems Work before construction commences, one (1) full-time employee after construction commences, and two (2) full-time employees for fire alarm systems testing to perform its duties and responsibilities under the Agreement.

For the Fire Alarm Systems Work, Engineer shall provide the following insurance in addition to the insurance that is required by the Agreement: (not applicable)

Before performing any Services pursuant to this amendment, Engineer shall submit the fingerprinting forms required by the Agreement.

DISTRICT: OAK DISTRICT	LAND UN	IIFIED	SCHOOL	ENGINEER: Jensen Hughes, Inc.
Benjamin Davis, Pres Board of Education	sident,		5/9/2024 nte	Signature
Wagneshamel		5	5/9/2024	Doug Cuthbert, Operations Leader
Kyla Johnson-Tramn	nell,	Da	te	
Superintendent & Sec	cretary, Board	of Educ	ation	April 12, 2024
Preston Thomas (Apr 12, 2024 16:38 PDT)	-		Apr 12, 2024	Date
Preston Thomas		Da	ate	
Chief Systems & Ser	vices Officer,	Facilitie	s Planning	
& Management				
James Traber	∠ (as to form	n) 4/11	/24	
Im Traber		Da	te	
General Counsel - Fa	cilities OUSI)		



November 9, 2023

JaQuan Cornish, Project Manager Oakland Unified School District 955 High Street Oakland, CA 94601 jaquan.cornish@ousd.org +1 510-535-7041

RE:

Fremont High School Modernization & New Parking Lot

Fire Alarm Systems Consulting

Dear JaQuan,

Jensen Hughes, Inc. (Consultant) is pleased to submit this proposal to provide fire alarm systems consulting services to Oakland Unified School District (OUSD) (Client) for the referenced project.

OUSD has retained HY Architects and their consultants for a modernization and new parking lot at the Fremont High School Campus located at 4610 Foothill Boulevard in Oakland California. The project includes an elevator modernization in the Media Building, re-roofing of the Media Building, Auditorium Building and Shop Building, and renovations to the parking lot on 4529 Foothill Boulevard. The re-roofing will include installation of two new rooftop mechanical units.

It's anticipated that the elevator modernization and the new rooftop mechanical units will include new fire alarm interfaces and building fire-safety functions. Intrusion alarm consulting services are excluded.

OUSD has requested Jensen Hughes' assistance in reviewing the project's fire alarm designs to verify compliance with the California Building and Fire Codes (CBC and CFC) and OUSD design standards, participation in meetings, and to witness testing of the fire alarm systems.

Scope of Service

Jensen Hughes proposes to provide the following scope of services:

1. Review fire alarm drawings, datasheets, and specifications, for compliance with the applicable California Building and Fire Codes, Division of the State Architect (DSA) Guidelines, NFPA 72 - National Fire Alarm and Signaling Code requirements, and OUSD Fire Alarm Standards. Plan reviews will be limited to fire alarm systems only. Jensen Hughes will provide a written report of plan review comments. Two reviews are included: one 90% CD plan review, and one back check review.

> 1220 Concord Avenue, Suite 400 Concord, CA 94520 USA O: +1-925-938-3550

- Provide fire alarm system consulting regarding issues that may arise during construction. Consulting time
 may be used for participation in meetings, review of Construction Change Documents (CCDs), Architect's
 Supplemental Instructions (ASIs), or for providing recommendations/solutions. A total of 8 hours is included.
- 3. Attend one pre-design, one pre-construction, one pre-pull, and one pre-device connection meeting. Meeting will be on-site with the selected contractor and the Client. Meetings shall be arranged by the Client. Four meetings are included.
- 4. Witness the pre-test and final acceptance test of the fire alarm system with the Client, Contractor, OUSD Alarm Shop, and the Inspector of Record (IOR). Fire alarm testing will include re-acceptance testing of existing fire alarm devices in accordance with NFPA 72. Results of the tests will be recorded and submitted to the Client. Four visits to witness testing are included as follows:
 - Witness one fire alarm system pre-test (elevator upgrade phase).
 - Witness one fire alarm system final test (elevator upgrade phase).
 - Witness one fire alarm system pre-test (re-roofing phase).
 - Witness one fire alarm system final test (re-roofing phase).

OWNER'S CONTINGENCY

- 1. Client has requested a 10% contingency. Up to 8 hours of fire and/or intrusion alarm system consulting is included. Contingency services will be provided on a time-and-expense basis. Contingency services include the following:
 - a. Additional plan reviews and written reports, if needed, to resolve plan review deficiencies during any phase of the project.
 - b. Additional site visits to witness testing, if needed to re-test deficiencies during any phase of the project.

Additional Services

Any other work requested by Client outside of the Services specified above shall be considered an "Additional Service" and will be conducted on a mutually-agreed-upon basis. When such work is requested, Jensen Hughes will submit an estimate of the cost to the Client for approval prior to commencing work.

Additional work may include, but is not limited to:

- 1. Intrusion alarm review, design, and consulting.
- 2. Additional site visits.
- 3. Additional meetings.
- 4. Additional system tests.
- 5. Building and fire code analysis and appeals.
- 6. Review of additional resubmitted shop drawings or construction change orders.
- 7. Review of requests for payment and change orders from the contractor.
- 8. Additional construction observation visits beyond the Scope of Services.

- Additional time for system acceptance testing beyond that noted in Scope of Services resulting from contractor's delays or deficiencies.
- 10. Evaluation of the existing fire alarm or intrusion alarm systems.
- 11. Fire alarm or intrusion alarm system design services.
- 12. DSA submittals or verified reports.
- 13. Professional engineer review or stamping of documents or drawings.
- 14. Automatic sprinkler system design, testing and consulting.
- 15. Mechanical, structural, or civil engineering and consulting.
- 16. Special hazard or kitchen hood fire suppression system design, testing, and consulting.
- 17. Building code and accessibility consultation.

All services not specifically described in the Proposal are excluded from Consultant's Scope of Services.

Client Responsibilities

This proposal is based upon the Client performing the following activities:

- 1. Provide Jensen Hughes with PDF file copies, of all fire alarm system drawings pertaining to the project. These documents are for Jensen Hughes' use in providing consulting services. It is understood that Jensen Hughes will rely upon the accuracy of all documents and electronic data furnished.
- 2. Provide Jensen Hughes access to all areas of the building for the purpose of conducting the site visits and witnessing tests.
- 3. Ensure systems are ready to commence testing immediately upon arrival of inspectors.
- 4. All prior approvals from regulatory agencies must be onsite including, but not limited to, approved permit drawings and shop drawings documentation. In addition, copies of all permits, variances, waivers, or other types of agreements concerning the project must be available for review prior to testing.
- 5. Provide portable radios.
- 6. Provide personnel familiar with the location and operation of the fire alarm system.
- 7. Provide personnel properly equipped for testing the fire alarm systems and devices.
- 8. Provide UL-listed canned smoke, magnets, flow gauges, magnehelic pressure gauges, and all other equipment and materials required to test systems and devices.
- 9. Provide personnel with keys for access to all building spaces, elevator reset/bypass, fire alarm control panels, central station communicators, fire alarm wiring terminal cabinets, and annunciator panels.
- 10. Provide personnel capable of bypassing notification appliances and all auxiliary system control functions for portions of the test.
- 11. Provide personnel authorized to contact the OUSD Alarm Center and remote station to take fire alarm monitoring out-of-service for portions of the test.

- 12. Provide personnel familiar with the operation and location of air handling units, elevators, and other system interfaces, where applicable.
- 13. Provide at least two individuals for fire alarm system testing. One person will remain at the panel for signal identification and system resets. The second person will activate devices. Due to the need for disconnecting wires and devices for supervision testing, at least one of these individuals shall be a technician familiar with the installation.
- 14. Coordination of the project including, but not limited to, requesting site visits, scheduling meetings, and paying any associated meeting fees with local authorities.

Professional Fees

The proposed Scope of Services above will be provided by Consultant for a lump sum and time and expense fee of \$26,600, including necessary expenses to perform our Scope of Services. The fee is broken out as follows:

Total	\$26,600
Owner Contingency (time and expense)	\$2,400
Basic scope (lump sum fixed fee)	\$24,200
Phase or Activity	Fees

BILLING RATES

The following hourly labor rates apply for the Owner Contingency Scope of Services:

Labor Category	Hourly Rate
Technical Fellow	Varies
Senior Consultant	\$285 - \$340
Consultant	\$215 - \$265
Associate	\$150 - \$195
Technician / Intern	\$110
Project Administrator	\$100 - \$125

Confidential and Proprietary.

Payments

- Jensen Hughes' preferred payment method is electronic. Wire and ACH information is provided on the attached Remittance Information sheet.
- + Invoices will be submitted on a monthly basis using Jensen Hughes' standard invoice format. For Firm Fixed Price engagements, invoices will be submitted based on a percent of completion or fixed amount by task. For Time and Materials engagements, invoices will be submitted based on hours expended and agreed upon bill rates plus any expenses. Any deviation from the Jensen Hughes standard invoice format and submission process (including the use of customized billing formats and client portals for invoice submission) will result in a service fee of 1.5% over and above the agreed-upon fee.
- + Payment is due 30 days after receipt by the client or as agreed to per the Master Service Agreement (MSA). For any invoices remaining unpaid after the agreed upon due date, Jensen Hughes reserves the right to pursue all available remedies, including, without limitation, charging a service fee of 1.5% per month, suspension of services, court costs, collection costs, reasonable attorneys' fees, expert fees, and all other costs allowed by law, which may be incurred by the Consultant in pursuit of unpaid invoices.

Terms + Conditions

Jensen Hughes acknowledges that, if awarded a contract to perform the Scope of Services herein ("Contract"), the terms and conditions of such Contract will be in accordance with those of the Client Agreement. Jensen Hughes reserves the right to negotiate the terms of the Contract to our mutual satisfaction. Work authorized and carried out prior to negotiation of the Agreement will be performed under Jensen Hughes' Standard Terms and Conditions (Exhibit A) and will be paid in full without impact from/on negotiations of the Contract.

Miscellaneous

This proposal is valid for 90 days. All information contained in this proposal is considered proprietary and should not be shared without receiving written permission from Jensen Hughes. Authorization to proceed with the Scope of Services by Client shall constitute Client's acceptance to the Terms and Conditions attached hereto.

Jensen Hughes appreciates the opportunity to assist Oakland Unified School District. If you have any questions, please contact me at +1 925-208-0598 or dsecoda@jensenhughes.com.

Sincerely,

Jensen Hughes

David M. Secoda Senior Consultant

Attachments: Billing Contact Information, Remittance Information, Exhibit A

Acceptance

Jensen Hughes, Inc.:	Oakland Unified School District:
Dail an level	
SIGNATURE	SIGNATURE
David M. Secoda	
PRINTED NAME	PRINTED NAME
Senior Consultant	
TITLE	TITLE
November 9, 2023	
DATE	DATE

Privacy Statement

Jensen Hughes respects the privacy of its clients and their employees and does not sell, rent or loan any personal data collected. Additional information on how Jensen Hughes handles personal data may be found on our website at https://www.jensenhughes.com/privacy. If you have any questions concerning the Jensen Hughes privacy program, please contact our Privacy Team at privacy@jensenhughes.com.

DMS/rs

Y:\Shared\Proposals\Fire & Building Safety\wnc\2023\23-0353-DMS_OUSD Fremont HS Mod+New Parking Lot_FA Consult\FBS-WNC-23-0353-DMS_OUSD Fremont HS Mod+New Parking Lot_FA Consulting_20231109.docx



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

	Project Information		TING I ORM
Project Name	Fremont High School Modernization Fire Alarm, Intrusion Alarm, & Sprinkler Systems Engineering Services	Site	918
	Basic Directions		
Services	cannot be provided until the contract is awarded by the Board <u>or</u> is ent authority delegated by the Board.		
Attachment Checklist	 x Proof of general liability insurance, including certificates and endorsement x Workers compensation insurance certification, unless vendor is a sole process. 	ents, if contrac provider	et is over \$15,000

	Contra	ctor Information	1					
Contractor Name	Jensen Hughes, Inc.	Agency's Cor	ntact	David	Secoda			
OUSD Vendor ID #	002281	Title		Mana	ger			
Street Address	1220 Concord Avenue, Ste. 400	City	Concord		State	CA	Zip	94520
Telephone	925-257-5145	Policy Expire	S					
Contractor History	Previously been an OUSD contractor	? X Yes □ No	Worl	ked as	an OUSE	emplo	yee?	Yes X No
OUSD Project #	21101							

The second second	Term	of Original/Amended Contract	
Date Work Will Begin (i.e., effective date of contract)	5-9-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	2-28-2029
		New Date of Contract End (If Any)	

	Compe	nsation/Revised Compensation	
If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$26,600.00
Other Expenses		Requisition Number	
		Budget Information	

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource # Funding Source Org Key Object Amount
Code

9021/9847 Fund 25 250-9021-0-9847-8500-6215-568-9180-9000-9999-22101 6289 \$26,600.00

				and Wood Post Address of	A INDESTRUMENTARIO	
	Division Head	Phone		510-535- 7038	Fax	510-535-7050
1.	Executive Director, Facilities					
	Signature Kenya thatman (Apr 12, 2024 16:36 PDT)		Date Appr	oved	Apr 12, 2	2024
2.	General Counsel - Facilities, OUSD					
۷.	Signature James Traber		Date Appr	oved	4/11/24	
	Chief Systems & Services Officer, Facilities Planning and	Management				
3.	Signature Preston Thomas (Apr 12, 2024 16:38 PDT)		100 100 100 100 100	Date Approved	Apr 12,	2024
	Chief Financial Officer					- early state of the
4.	Signature			Date Approved		
	President, Board of Education					
5.	Signature			Date	ACCU SASSESSMENT STREET STREET	

AMENDMENT NO. 1 24-0950

Board Office Use: Le	islative File Info. File
ID Number	24-0950
Introduction Date	5-8-2024
Enactment Number	24-0714
Enactment Date	4/24/2024 er





Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning and

Management- Kenya Chatman, Executive Director, Facilities

Board Meeting Date May 8, 2024

Subject Amendment No. 1, Master Standby Agreement for Engineering Services – Jensen Hughes, Inc.,

- 2111 International Boulevard for Community School for Creative Education Fire Alarm, Intrusion Alarm, & Sprinkler Systems Engineering Services Project – Division of Facilities

Planning and Management

Action Requested Approval by the Board of Education of Amendment No. 1, to the Master Standby Agreement

for Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide engineering design services for the District's fire alarm, intrusion alarm, and fire sprinkler systems for the 2111 International Boulevard for Community School for Creative Education Fire Alarm, Intrusion Alarm, & Sprinkler Systems Engineering Services Project, in an additional total amount of \$92,870.00 increasing Agreement's total not-to-exceed amount from \$0.00 to \$92,870.00, pursuant to the Amendment. All other terms and condition

of the Agreement remain in full force and effect.

Discussion This Amendment is for engineering design services for the District's fire alarm, intrusion alarm

and fire sprinkler systems.

LBP (Local Business Participation Percentage) Waived

Recommendation Approval by the Board of Education of Amendment No. 1, to the Master Standby Agreement

for Engineering Services by and between the District and Jensen Hughes, Inc., Concord, CA, for the latter to provide engineering design services for the District's fire alarm, intrusion alarm, and fire sprinkler systems for the 2111 International Boulevard for Community School for Creative Education Fire Alarm, Intrusion Alarm, & Sprinkler Systems Engineering Services Project, in an additional total amount of \$92,870.00 increasing Agreement's total not-to-exceed amount from \$0.00 to \$92,870.00, pursuant to the Amendment. All other terms and condition

of the Agreement remain in full force and effect.

Fiscal Impact Fund 21 Building Funds, Measure Y

Attachments • Amendment No. 1, including exhibits

Routing Form

• File IDs 24-0194

Exhibit A Amendment No. 1

Intrusion Alarm System at 2111 International Boulevard for Community School for Creative Education

Pursuant to the agreement between the Oakland Unified School District ("District") and Jensen Hughes, Inc. ("Engineer") effective April 11, 2024 ("Agreement") for the Measure Y construction program, the District and Engineer agree to amend the Agreement to add engineering services for design and construction administration of the intrusion alarm system work of improvement ("Intrusion Alarm System Work").

The terms of the Agreement are incorporated into, and govern, this amendment except as may be provided otherwise by this amendment. In the event of a conflict between the Agreement and this amendment, the terms of this amendment shall control.

For the Intrusion Alarm System Work, Engineer shall perform the Basic and Additional Services specified in the Agreement. In addition, Engineer shall provide the scope of services as delineated in the Fee Proposal, dated January 9, 2024.

Multiple prime construction contracts are not being used as the delivery method for the Intrusion Alarm System Work.

For the engineering services to be provided under this amendment to the Agreement, Engineer shall complete such services to include but not be limited to preparing design drawings for intrusion alarm system, responding to address issues during construction, and witnessing the pretest and final acceptance test of the system with the District Project Manager, Contractor, OUSD Alarm Shop, and Project Inspector ("IOR").

For the Basic Services satisfactorily performed under this amendment to the Agreement, Engineer shall be compensated according to its hourly rate schedule (*Exhibit A* to the Agreement). Engineer's total compensation for its Basic Services shall not exceed Eighty-Three Thousand Three Hundred Dollars and No Cent (\$83,300.00), which is Engineer's estimate of the maximum total cost of its Basic Services on the Intrusion Alarm System Work, based on its January 9, 2024, fee proposal. Engineer acknowledges that the amount for Basic Services includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services.

If the total amount invoiced by Engineer reaches the not-to-exceed Basic Services amount before Engineer's Basic Services under the Agreement are complete, Engineer must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

Engineer's total reimbursement for Reimbursable Expenses shall not exceed Zero Dollars and No

Cent (\$0.00), which is Engineer's estimate of the maximum total cost of Reimbursable Expenses on the Intrusion Alarm System Work.

Engineer's total contingency compensation for Additional Services pursuant to Article 6 for the Intrusion Alarm System Work shall not exceed Nine Thousand Five Hundred Seventy Dollars and No Cents (\$9,570.00).

The total not-to-exceed price of this amendment for the Intrusion Alarm System Work, based on Basic and Additional Services and Reimbursable Expenses (see above), is Ninety-Two Thousand Eight Hundred Seventy Dollars and No Cents (\$92,870.00).

Engineer shall provide a minimum of one (1) full-time employee for the Intrusion Alarm System Work before construction commences, one (1) full-time employee after construction commences, and two (2) full-time employees for intrusion alarm system testing to perform its duties and responsibilities under the Agreement.

For the Intrusion Alarm System Work, Engineer shall provide the following insurance in addition to the insurance that is required by the Agreement: (not applicable)

Before performing any Services pursuant to this amendment, Engineer shall submit the fingerprinting forms required by the Agreement.

DISTRICT: DISTRICT	OAKLAND	UNIFIED	SCHOOL	ENGINEER: Jensen Hughes, Inc.
1482		4	/25/2024	Di Coll
Benjamin Dav	is, President,	Da	ite	Signature
Board of Educ	ation			
Haghrebonel		4/2	25/24	Doug Cuthbert, Operations Leader
Kyla Johnson-	Trammell,	Da	te	-
Superintenden	t & Secretary, B	Soard of Educa	ation	April 12, 2024
Preston Thomas (Apr 1	2, 2024 17:01 PDT)	Ар	r 12, 2024	Date
Preston Thoma	as, Chief Systen	ns & Da	te	
Services Offic	er, Facilities Pla	nning & Man	agement	
James 7	Traber (as	to form) 4/1	1/24	
Jim Traber, Es	q.		Date	
General Couns	sel - Facilities			



January 9, 2024

John Esposito
Facilities Project Manager
Oakland Unified School District
955 High Street
Oakland, CA 94601
john.esposito@ousd.org
+1 510-535-7049

RE:

Community School for Creative Education 2111 International Boulevard - Oakland, CA Intrusion Alarm Design Services

Dear Mr. Esposito,

Jensen Hughes, Inc. (Consultant) is pleased to submit this proposal to provide intrusion alarm design services to the Oakland Unified School District (OUSD, Client) for the referenced project.

The project is an existing educational occupancy consisting of one tri-level permanent building. The building is approximately 45,000 square feet in area. The Client has requested Jensen Hughes' assistance with preparation of a design to replace the existing intrusion alarm system at the property.

Scope of Service

We propose to provide the following Scope of Services:

1.1 DRAWING DEVELOPMENT AND DESIGN

- 1. Attend one pre-design meeting with the Client to identify the intrusion alarm system objectives and to determine the approach to the system replacement.
- 1. Develop AutoCAD background drawings from the existing third-party 3D scanning electronic files, black-line drawings, and site surveys.
- 2. Review the available existing intrusion alarm system plans and other records to develop the intrusion alarm system replacement design criteria and to identify existing conduits(s) for possible reuse.
- 3. Conduct site visits to determine existing site conditions. During the site visits, Jensen Hughes will identify and locate existing intrusion alarm system devices, appliances, and interfaces. Survey findings will be used to develop demolition drawings of unused existing intrusion alarm components.

1220 Concord Avenue, Suite 400 Concord, CA USA O: +1-925-938-3550

- 4. Prepare intrusion alarm design drawings and technical specifications. Intrusion alarm design drawings will be detailed sufficient for OUSD Alarm Shop requirements. Intrusion alarm design shall be in accordance with the current OUSD Intrusion Alarm Standard. The design drawings will be prepared in AutoCAD format.
- 5. Coordinate the design with OUSD Buildings & Grounds Alarm Shop.
- Submit 50% construction drawings and specifications to OUSD Buildings & Grounds Alarm Shop for review and comment. Revise the 50% construction drawings to incorporate appropriate comments received from OUSD.
- 7. Submit 90% construction drawings and specifications to OUSD Buildings & Grounds Alarm Shop. Revise the 90% construction drawings to incorporate appropriate comments received from OUSD.
- 8. Prepare a construction cost estimate based on Jensen Hughes' construction documents.
 - Note: Intrusion alarm systems are not regulated by California State codes. Design documents will not be submitted to the Division of the State Architect (DSA) for review and approval. DSA application fees are excluded.
- Final intrusion alarm drawings and specifications will be reviewed and stamped by one of Jensen Hughes' licensed Electrical Engineers.
- 10. Submit final construction documents to Client for bidding purposes. Submittal shall include one Engineer-stamped approved hard copy of construction drawings and specifications and electronic files of same.

1.2 BID SERVICES

- 1. Attend one pre-bid meeting arranged by the Client to discuss the project with bidders and provide clarification and technical assistance regarding bidders' questions.
- 2. Prepare responses to bidders' requests for information (RFIs) during the bid process. Jensen Hughes will provide one addendum, if necessary.

1.3 CONSTRUCTION ADMINISTRATION

- 1. Attend one pre-construction and one pre-pull meeting with the selected contractor and the Client. Meetings shall be arranged by the Client.
- 2. Attend one construction kick-off meeting with the selected contractor and the Client. Meetings shall be arranged by the Client.
- 3. Attend weekly project meetings during construction. Meeting minutes shall be recorded and distributed by the Client. A total of 16 weekly meetings are included. It is budgeted for 12 one-hour virtual meetings, and four onsite meetings.
- 4. Provide appropriate direction to the DSA Project Inspector.
- 5. Conduct two construction observation visits during construction to ensure compliance and completion in accordance with the approved plans. Construction observation visits will be high-level reviews and are not intended as a substitute for continuous inspection provided by the Project Inspector. Jensen Hughes will provide written comments reflecting items reviewed at the site. It is anticipated that construction observation visits will coincide with construction meetings.

- 6. Respond to contractor or inspector RFIs concerning interpretation of construction drawings. Prepare RFI responses as appropriate.
- 7. Provide general consulting regarding the project. This consulting may be used for:
 - a. Mitigating contractor problems and/or conflicts.
 - b. Providing recommendations/solutions.
 - c. Assisting with requests for change orders.
- 8. Witness the pre- and final acceptance tests of the intrusion alarm system with the Client, contactor, OUSD Building & Grounds Alarm Shop, and Project Inspector. Results of the final tests will be recorded and submitted to the Client. Four site visits are included for systems testing.
- 9. Conduct one final walk-through at the completion of construction to verify and document that the intrusion alarm systems are installed in accordance with the manufacturer's requirements, OUSD Standards, and the design intent. Prepare a letter report that identifies any deficiencies found during the final walk-through. Submit the same to the Client.

Additional Services

Any other work requested by Client outside of the Services specified above shall be considered an "Additional Service" and will be conducted on a mutually-agreed-upon basis. When such work is requested, Jensen Hughes will submit an estimate of the cost to the Client for approval prior to commencing work.

Additional work may include, but is not limited to:

- 1. Additional site visits and meetings in excess of those specified in the Scope of Services.
- 2. Building code and accessibility consulting.
- 3. Review of additional resubmitted shop drawings.
- 4. Additional time for system acceptance testing beyond that noted in the Scope of Services resulting from contractor's delays or deficiencies.
- 5. Evaluation of the existing fire and intrusion alarm system(s).
- 6. Fire alarm design, testing, and consulting.
- 7. Automatic sprinkler system design, testing, and consulting.
- 8. Architectural services, mechanical, structural, or civil engineering and consulting.
- 9. Additional submittals beyond those described in the Scope of Services.
- 10. Special hazard or kitchen hood fire suppression system design, testing, and consulting.
- 11. Smoke control system design and testing/special inspection.

All services not specifically described in the Proposal are excluded from Consultant's Scope of Services.

Client Responsibilities

This proposal is based upon the Client performing the following activities:

- Provide Jensen Hughes with all drawings, including existing as-built intrusion alarm, fire alarm, fire protection system, architectural, structural, mechanical, electrical, and fixture plans, and other information pertaining to design of the project. These documents are for Jensen Hughes' use in preparing the drawings and specifications. It is understood that Jensen Hughes will rely upon the accuracy of all documents and electronic data furnished.
- 2. Coordinate and arrange all required meetings and tests.
- 3. Provide Jensen Hughes access to all areas of the building for the purpose of conducting surveys and site visits.
- 4. Provide staff familiar with the location and operation of the existing intrusion alarm systems.
- 5. Pay for all fees for securing approval of authorities having jurisdiction.
- 6. Coordination of the project including, but not limited to, requesting site visits, scheduling meetings, and paying any associated meeting fees with local authorities.
- 7. Provide Jensen Hughes with adequate notice (7 to 10 business days) to schedule and staff the anticipated scope efforts prior to project deadlines.

Professional Fees

The proposed Scope of Services above will be provided by Consultant for a lump sum fee of \$92,870. Fee is inclusive of the necessary expenses to perform our Scope of Services. OUSD has also included a 10% contingency budget. The fee is broken out as follows:

Phase	Fees
Drawing Development and Design	\$40,400
Bid Services	\$4,400
Construction Administration	\$38,500
Subtotal	\$83,300
OUSD Contingency	\$9,570
TOTAL	\$92,870

Staffing

Consultant reserves the right to assign personnel on an "as-needed" basis or substitute equivalently experienced personnel upon prior written notice to Client. No increase in the budget or fee will be made for such change in personnel without Client approval.

Payments

- Jensen Hughes' preferred payment method is electronic. Wire and ACH information is provided on the attached Remittance Information sheet.
- + Invoices will be submitted on a monthly basis using Jensen Hughes' standard invoice format. For Firm Fixed Price engagements, invoices will be submitted based on a percent of completion or fixed amount by task. For Time and Materials engagements, invoices will be submitted based on hours expended and agreed upon bill rates plus any expenses. Any deviation from the Jensen Hughes standard invoice format and submission process (including the use of customized billing formats and client portals for invoice submission) will result in a service fee of 1.5% over and above the agreed-upon fee.
- + Payment is due 30 days after receipt by the client or as agreed to per a Master Service Agreement (MSA). For any invoices remaining unpaid after the agreed upon due date, Jensen Hughes reserves the right to pursue all available remedies, including, without limitation, charging a service fee of 1.5% per month, suspension of services, court costs, collection costs, reasonable attorneys' fees, expert fees, and all other costs allowed by law, which may be incurred by the Consultant in pursuit of unpaid invoices.

Terms + Conditions

Jensen Hughes acknowledges that, if awarded a contract to perform the Scope of Services herein ("Contract"), the terms and conditions of such Contract will be in accordance with those of the Client Agreement. Jensen Hughes reserves the right to negotiate the terms of the Contract to our mutual satisfaction. Work authorized and carried out prior to negotiation of the Agreement will be performed under Jensen Hughes' Standard Terms and Conditions (Exhibit A) and will be paid in full without impact from/on negotiations of the Contract.

Miscellaneous

This proposal is valid for 90 days. All information contained in this proposal is considered proprietary and should not be shared without receiving written permission from Jensen Hughes. Authorization to proceed with the Scope of Services by Client shall constitute Client's acceptance to the Terms and Conditions attached hereto.

Jensen Hughes appreciates the opportunity to assist the Oakland Unified School District. If you have any questions, please contact me at +1 925-208-0601 or jasun.boles@jensenhughes.com.

Sincerely,

Jensen Hughes

Jasun Boles Consultant

Attachments: Billing Contact Information, Remittance Information, Exhibit A

Acceptance

Jensen Hughes, Inc.:	Oakland Unified School District:				
Q/L					
SIGNATURE	SIGNATURE				
Jasun Boles					
PRINTED NAME	PRINTED NAME				
Consultant					
TITLE	TITLE				
January 9, 2024					
DATE	DATE				

Privacy Statement

Jensen Hughes respects the privacy of its clients and their employees and does not sell, rent or loan any personal data collected. Additional information on how Jensen Hughes handles personal data may be found on our website at https://www.jensenhughes.com/privacy. If you have any questions concerning the Jensen Hughes privacy program, please contact our Privacy Team at privacy@jensenhughes.com.

JIB/FDM:ts:rs

Y:\Shared\Proposals\Fire & Building Safety\wnc\2023\23-0177-JIB_OUSD 2111 International Blvd IA Design\FBS-WNC-23-0177-JIB_OUSD 2111 International Blvd_IA Design_20240109-R3.docx



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

	DIVISION OF FACILITIES FLAMMING & MANAGEM						
Project Information							
Project Name	Master Standby Agreement for Fire, Intrusion, Fire Sprinkler Engineering Services	Site	918				
	Basic Directions						
Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board.							
Attachment							

Contractor Information								
Contractor Name	Jensen Hughes, Inc.	David Secoda						
OUSD Vendor ID#	002281	Title		Mana	ger			
Street Address	1220 Concord Avenue, Ste. 400 City Concord			State	CA	Zip	94520	
Telephone	925-257-5145 Policy Expires							
Contractor History	Previously been an OUSD contractor? X Yes ☐ No Worked as ar			an OUSE	emplo	oyee?	□YesX No	
OUSD Project #	21101							

Term of Original/Amended Contract				
Date Work Will Begin (i.e., effective date of contract)	5-9-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	2-28-2029	
		New Date of Contract End (If Any)		

Compensation/Revised Compensation					
If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$		
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$92,870.00		
Other Expenses Requisition Number					
Budget Information					

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition. Resource # Funding Source Org Key Object Code Amount 9021/9847 Fund 25 250-9021-0-9847-8500-6215-568-9180-9000-9999-22101 6289 \$92,870.00

Approval and Routing (in order of approval steps) Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued. Phone 510-535-Fax 510-535-7050 **Division Head** 7038 1. **Executive Director, Facilities** Signature Apr 12, 2024 Date Approved General Counsel - Facilities, OUSD 2. ames Traber Signature Date Approved 4/11/24 Chief Systems & Services Officer, Facilities Planning and Management Date Signature Apr 12, 2024 3. Approved **Chief Financial Officer** Date 4. Signature Approved President, Board of Education Date 5. Signature Approved

Master Standby Agreement 24-0194

Board Office Use: Legislative File Info.				
File ID Number	24-0194			
Introduction Date	4-10-2024			
Enactment Number	24-0648			
Enactment Date	4/10/2024 CJH			





Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent

Preston Thomas, Chief Systems & Services Officer, Division of Facilities Planning

and Management - Kenya Chatman, Executive Director of Facilities

Board Meeting Date April 10, 2024

Subject Master Standby Agreement for Engineering Services – Jensen Hughes, Inc. - Fire

Alarm, Intrusion Alarm, & Sprinkler Systems Engineering Services Project – Division

of Facilities Planning and Management

Action Requested Approval by the Board of Education of an Master Standby Agreement for Engineering

Services by and between the District and Jensen Hughes, Inc., Concord, CA., for the latter to provide engineering design services for the District's fire alarm, intrusion alarm, and fire sprinkler systems for which future projects assigned to Jensen Hughes, Inc. will be executed with amendments for the Fire Alarm, Intrusion Alarm, and Sprinkler Systems Engineering Services Project, in the not-to-exceed amount of \$0, with work scheduled to commence on April 11, 2024, and scheduled to end April 10,

2029, pursuant to the Agreement.

Discussion Consultant was selected (a) based on demonstrated competence and professional

qualifications (Government Code §4526), and (b) using a fair, competitive RFP

selection process (Government Code §§4529.10 et seq.)

LBP (Local Business Participation Percentage)

Waived

Recommendation Approval by the Board of Education of an Master Standby Agreement for Engineering

Services by and between the District and Jensen Hughes, Inc., Concord, CA., for the latter to provide engineering design services for the District's fire alarm, intrusion alarm, and fire sprinkler systems for which future projects assigned to Jensen Hughes, Inc. will be executed with amendments for the Fire Alarm, Intrusion Alarm, and Sprinkler Systems Engineering Services Project, in the not-to-exceed amount of \$0, with work scheduled to commence on April 11, 2024, and scheduled to end April 10,

2029, pursuant to the Agreement.

Fiscal Impact Fund 25 Capital Facilities Fund

Attachments • Justification Form

• Agreement, including Exhibits

• Certificate of Insurance

• Routing Form



CONTRACT JUSTIFICATION FORM

This Form Shall Be Submitted to the Board Office With Every Agenda Contract.

<u>0194</u>
ncilities Planning and Management
ensen Hughes, Inc.
andby Agreement For Engineering Services Project No.: 24105 usion Alarm & Sprinkler Engineering Services
rart: April 11, 2024 Intended End: April 10, 2029
Cerm: \$0
Гhomas
Business or has it met the requirements of the
icy?
vendor selected?
chosen through an RFP solicitation and based on similar projects they completed in the past fo
supplies this contractor or vendor will be providing.
Agreement, and individual projects will be assigned through Amendments.
vely bid? Check box for "Yes" (If "No," leave box unchecked)
llowing questions:
e price is competitive?
osals through an RFQ/P process, which includes review/scoring of proposals. Jensen d is currently working for the District. Based on expertise with this particular type of work, Consultant performed work quickly, accurately, efficiently, and at a reasonable cost to the

2) Please check the competitive bidding exception relied upon:

Construction Contract:

Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)

	Trice is at of under of CCAA tilleshold of \$00,000 (as of 1/1/17)
	☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – contact legal counsel to discuss if applicable
	☐ Emergency contract (Public Contract Code §§22035 and 22050) – contact legal counsel to discuss if applicable
	☐ No advantage to bidding (including sole source) – <i>contact legal counsel to discuss if applicable</i>
	☐ Completion contract – contact legal counsel to discuss if applicable
	☐ Lease-leaseback contract RFP process – contact legal counsel to discuss if applicable
	☐ Design-build contract RFQ/RFP process – contact legal counsel to discuss if applicable
	☐ Energy service contract – contact legal counsel to discuss if applicable
	☐ Other: – contact legal counsel to discuss if applicable
<u>Co</u>	ensultant Contract:
	△ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), <u>and</u> (b) using a fair, competitive RFP selection process (Government Code §\$4529.10 et seq.)
	□ Architect or engineer when state funds being used – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §\$4529.10 et seq.), <u>and</u> (c) using a competitive process consistent with Government Code §\$4526-4528 (Education Code §17070.50)
	☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – contact legal counsel to discuss if applicable
	\Box For services other than above, the cost of services is \$109,300 or less (as of $1/1/23$)
	☐ No advantage to bidding (including sole source) – <i>contact legal counsel to discuss if applicable</i>
<u>Pu</u>	rchasing Contract:
	\square Price is at or under bid threshold of \$109,300 (as of 1/1/23)
	☐ Certain instructional materials (Public Contract Code §20118.3)
	□ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

Lieutronic equipment – competitive negotiation (Public Contract Code §20118.2) – contact legal couns to discuss if applicable	el
☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – contact legal counsel to discuss if applicable	ł
☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – contact legal counsel to discuss if applicable	
☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – contact leg counsel to discuss if applicable	al
☐ No advantage to bidding (including sole source) – <i>contact legal counsel to discuss if applicable</i>	
☐ Other:	
Maintenance Contract:	
\square Price is at or under bid threshold of \$109,300 (as of 1/1/23)	
☐ No advantage to bidding (including sole source) – contact legal counsel to discuss	
☐ Other:	

- 3) Explain in detail the facts that support the applicability of the exception marked above:
 - Consultant is providing fire alarm, intrusion alarm, and sprinkler systems engineering services associated with the current and future projects for the District.

Department of Facilities Planning and Management





Memorandum:

Date: September 18, 2023

To: Kenya Chatman, Colland Jang

CC: David Colbert, Mark Newton, Ty Taylor, Juanita Hunter, Shonda Scott, Shonnell Frost-Gibbs, Tiffany

Knuckles

From: Blake Brown

Memo Re: LBU Availability Analysis & Waiver Recommendation - Scope Specific - Fire/Alarm Intrusion

Engineering Services

Greetings Ms. Chatman and Mr. Jang,

As per the Oakland Unified School District's Local Business Policy Program Requirements Section of AR 7115: Prior to the issuance of a formal invitation for bid, the District shall ensure that there are at least three certified businesses listed in the industry, trade or profession that constitutes a major category of work. If at least three L/SL/SLRBEs are not certified, then the requirement may, subject to the discretion of the District, be waived, or the 50% requirement may be reset from 50% all the way to 0%, depending on the particular circumstances at time of bid.

An availability analysis has been conducted for NAICS Code: 541330 (Engineering Services) with specifications in fire alarm, intrusion alarm, and fire sprinkler engineering services to determine the availability of certified firms that meet local business utilization on projects. We identified 50+ Oakland-based firms that may be eligible to meet the District's local business requirements and conducted outreach to verify scope, capacity, and interest. In our outreach, fewer than 4 firms, which have qualifiable certification per District requirements, were identified. Based on our analysis, it is determined that due to the limited availability of local certified firms specializing in engineering services, it is recommended that the District waive the entire 50% LBU requirement for the following scope/project(s):

- NAICS: 541330 (Engineering Services)
 - Specialized Scope: Fire Alarm, Intrusion Alarm, and Fire Sprinkler Engineering Services

If you have any questions, please feel free to contact our team at any time.

Sincerely, Blake Brown



AGREEMENT

FOR

ENGINEERING SERVICES

BETWEEN

OAKLAND UNIFIED SCHOOL DISTRICT

AND

JENSEN HUGHES, INC.

FOR

FIRE ALARM, INTRUSION ALARM AND FIRE SPRINKLER ENGINEERING SERVICES PROJECT

APRIL 11, 2024

OAKLAND UNIFIED SCHOOL DISTRICT 955 HIGH STREET OAKLAND, CA. 94601

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AGREEMENT FOR ENGINEERING SERVICES

This agreement for	or engineerin	ig services ("Ag	greement") is b	etween t	he Oakland	l Unified S	Schoo
District, a Califo	rnia public	school district	(the "District	"), and .	JENSEN I	HUGHES,	INC.
license number	N/A	_ (the "Enginee	r"), with respe	ct to the f	following re	ecitals:	

- A. District proposes to undertake the construction of multiple improvement projects under the Measure Y bond construction program which require the services of a duly qualified and licensed engineer.
- B. Engineer represents that Engineer is licensed to provide engineering services in the State of California and is specially qualified to provide the services required by the District, specifically the design and construction oversight of public school projects.
- C. The Parties have negotiated the terms under which Engineer will provide design and contract administration for some or all of the individual construction projects under Measure Y, and the Parties have reduced such terms to writing by this Agreement. As each work of improvement arises that District wished to assign to Engineer., the District and Engineer shall fully execute, and the District's governing board shall approve, an addendum to this Agreement in the form of *Exhibit A or B*.

The Parties therefore agree as follows:

ARTICLE 1 DEFINITIONS

- 1.1 **Additional Services**. "Additional Services" shall mean those services in addition to the Basic Services that are related to the Project and provided by Engineer, and authorized in writing by the District, and as further defined in Article 6 below.
- 1.2 **Agreement**. "Agreement" shall mean this Agreement for Engineering Services.
- 1.3 **Engineer.** "Engineer" shall mean Jensen Hughes, Inc., and its officers, shareholders, owners, partners, employees, agents, and authorized representatives.
- 1.4 **Basic Services**. Engineer's Basic Services consist of the investigation, design and construction oversight services normally required to complete the Project, as further defined in Article 5 and *Exhibit C*.
- 1.5 **Contract Documents**. "Contract Documents" shall mean those documents which are required for the actual construction of a work of improvement, including but not limited to the Agreement between Owner and Contractor, complete working drawings and specifications setting

forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.

- 1.6 **Contractor**. "Contractor" shall mean one or more contractors ultimately selected to perform work on the Project or any replacement.
- 1.7 **District**. "District" shall mean the Oakland Unified School District, and its governing board members, employees, agents and authorized representatives.
- 1.8 **Project**. "Project" shall mean the design and contract administration of the works of improvement, including construction and post-construction closeout thereof, added by an amendment in the form of *Exhibit A or B*, as described in this Agreement including but not limited to Article 3.
- 1.9 **Project Construction Cost.** "Project Construction Cost" shall mean the estimate of the District's total construction costs for a particular work of improvement in the Project as initially submitted by the Engineer under this Agreement and accepted by the District, as subsequently revised by changes to the Project Construction Cost under Article 5 of this Agreement, and as subsequently revised at the time the District enters a construction contract to equal the construction contract amount.
- 1.10 **Wrongful Acts or Omissions.** "Wrongful Acts or Omissions" shall mean Engineer's acts or omissions in breach of this Agreement, the applicable standard of care, or law.

ARTICLE 2 RETENTION OF ENGINEER; STANDARD OF CARE; TERM

2.1 District retains Engineer to perform, and Engineer agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the engineering services specified in this Agreement for the Project and subsequent amendments for each work of improvement added to the Project, and related incidental services. The Engineer agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The term for the performance of Basic and Additional Services ("Services") shall be the duration of the Project ("Term"), and Engineer shall complete the Services within the Term. All services performed by the Engineer under and required by this Agreement shall be performed (a) in compliance with this Agreement and subsequent amendment for the Project, and (b) in a manner consistent with the level of care and skill ordinarily exercised by engineers in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). Engineer shall be responsible for the

completeness and accuracy of its plans and specifications for the Project.

ARTICLE 3 DESCRIPTION OF PROJECT

3.1 The Project includes each specific work of improvement for which Engineer will provide Basic Services for design and contract administration, which shall be set forth in the form of *Exhibit A or B* as an amendment to this Agreement, and upon full execution and approval of such amendment it shall amend this Agreement to include such work of improvement, and the Parties' rights and obligations for that work of improvement shall be governed by this Agreement, except as specifically provided in the amendment for that work of improvement.

ARTICLE 4 COMPENSATION

4.1 **Basic Services.** For the Basic Services satisfactorily performed under this Agreement, for any work of improvement added to the Project, Engineer shall be compensated as provided in the fully executed addendum that has been approved by the District's governing board based on *Exhibit A or B* for that work of improvement. Rather than add a future work of improvement to this Agreement via *Exhibit A or B*, District may retain another engineer for services on such work of improvement. District is not obligated to use Engineer for any or all of its future works of improvement.

Engineer will not be compensated for any Basic Services required as a result of Wrongful Acts or Omissions. Engineer acknowledges that the amount for Basic Services, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

4.2 **Additional Services.** Engineer may invoice separately for Additional Services if provided by Engineer under Article 6, to be paid on an hourly basis using the rates stated in Section 4.8, but Engineer's total compensation for Additional Services on a particular work of improvement shall not exceed the amount specified in the addendum that added that work of improvement to the Project. Engineer will not be compensated for any Additional Services required as a result of Wrongful Acts or Omissions.

4.3 Reimbursable Expenses

4.3.1 Reimbursable Expenses are those actual out-of-pocket expenses directly incurred as a result of Engineer's performance of Basic or Additional Services under this Agreement. Engineer may not charge a mark-up on Reimbursable Expenses. Reimbursable Expenses are limited to these expenses related to the Project: Fax, reproduction expense (excluding such expense for reproductions for office use by Engineer and its consultants), postage, messenger, transportation, living expenses in connection with out-of-town travel, long distance communications, expense of renderings, models and mock-ups requested by District, expense of

publishing under Section 5.6.5, expense of data processing and photographic production techniques when used in connection with Additional Services, and, if authorized in advance by the District, expense of overtime work requiring higher than regular rates. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Engineer must pay out of its compensation for services under Section 4.1, above; nor do they include expenses incurred in connection with Basic or Additional Services that result from Wrongful Acts or Omissions.

- 4.3.2 Engineer shall be reimbursed by District for its Reimbursable Expenses on any work of improvement added to the Project as provided in the fully executed and approved *Exhibit A or B* for that work of improvement.
- 4.4 For services satisfactorily performed on the Project, payment for Basic Services, Additional Services, and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the District of the Engineer's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's rate of compensation. Engineer's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to District payment of such expenses. If District disputes a portion of a properly submitted invoice, it shall notify Engineer of the dispute and, upon Engineer's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Engineer shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, Engineer shall continue to provide all services required by this Agreement and law until the end of the Project, even if District and Engineer cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice; Engineer otherwise waives all rights and remedies under law related to receipt of payment of undisputed amounts.
- 4.5 The Engineer's compensation for a work of improvement added to the Project shall be paid notwithstanding a Contractor-caused delay in completion of the work of improvement or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Engineer to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor, or (ii) Wrongful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Engineer is responsible under Section 5.7.20
- 4.6 Should District cancel the Project, or any portion of the Project, under section 12.1 of this Agreement at any time during the performance of this Agreement, Engineer shall, upon notice of such cancellation, immediately cease all work under this Agreement related to the canceled Project or portion of the Project. In such event, Engineer's total fee for all services performed shall be computed as set forth in Section 12.1.

- 4.7 District has the right to audit Engineer's records and files regarding, or relating to, any of the work performed by Engineer for District on the Project during or after the Project. Engineer shall keep complete records showing all hours worked and all costs and charges applicable to its work under this Agreement. Engineer will be responsible for Engineer's consultants keeping similar records. District shall be given reasonable access to Engineer's Project related records and files for audit purposes within ten (10) days of receipt of District's request. Engineer shall keep and maintain those records and files for ten (10) years.
- 4.8 Engineer's hourly rate schedule for its services is attached as *Exhibit C*.
- 4.9 Engineer shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

ARTICLE 5 BASIC SERVICES TO BE RENDERED BY ENGINEER

5.1 General

- 5.1.1 Engineer's Basic Services consist of the investigation, design, and construction oversight services normally required to complete the work of improvement that is described in any fully executed and approved amendment to this agreement (see *Exhibit A or B*). The Basic Services for each work of improvement also include the services described in this Agreement, especially Article 5, below, including but not limited to bid package and preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The Basic Services additionally include other engineering or consulting services as may be requested by the District. The District shall have the right to add or delete from the Engineer's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Engineer shall expeditiously and diligently perform all of its work and obligations under this Agreement. Engineer may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Engineer acknowledges that its priority is to complete the Project and the Engineer's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.
- 5.1.2 The Engineer shall review the estimate described more fully below at each phase of Engineer's services, also as defined below. If such estimates are in excess of the Project budget, the Engineer shall revise the type or quality of construction to come within the budgeted limit.
- 5.1.3 Whenever the Engineer's services include the presentation to the District of Project Construction Cost for the work of improvement, the Engineer shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and change orders based on unforeseen site conditions.

- 5.1.4 The Engineer shall notify the District if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index.
- 5.1.5 At the District's request, the Engineer and Engineer's consultants shall cooperate with District and the District's consultants in verifying that Engineer's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents. If there are project meetings during the design and construction phases, Engineer shall attend those meetings.
- 5.1.6 The Engineer shall investigate existing conditions of facilities and thoroughly account for, and list in the construction documents, any pertinent conditions of such facilities, all in a manner that satisfies the standard of care and level of performance required by this Agreement. Engineer's investigation required by this provision shall be limited to non-destructive evaluation.
- 5.1.7 All personnel provided by Engineer shall be qualified to perform the services for which they are provided. Engineer shall obtain District's written approval of each employee of Engineer who provides services under this Agreement, and written approval of each change of employees who are providing such services. District may, upon ten (10) days' written notice, cause Engineer to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Agreement and/or to avoid delay, Engineer shall provide them immediately.
- 5.1.8 Engineer is an agent of District and shall reasonably represent the District at all times in relation to the Project.
- 5.1.9 Engineer shall be fully licensed as required by law at all times when providing services under this Agreement.

5.2 Consultants

- 5.2.1 Engineer's Consultants. The Engineer shall employ or retain at Engineer's own expense, engineers and other consultants necessary to Engineer's performance of this Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants retained or employed by Engineer for this Project shall be approved by District prior to their commencement of work. The Engineer's consultants shall be employed or retained to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Engineer's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Engineer must disclose to District all such consultants employed or retained, and the compensation paid to those retained.
- 5.2.2 District's Consultants. Engineer shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a

construction manager to assist District in performance of District's duties for the Project.

- 5.2.3 The Engineer shall procure a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Engineer any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.
- 5.2.4 Engineer shall procure chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The cost of any such tests shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Engineer any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.
- 5.2.5 Engineer shall assist the District with submittals required by the Division of the State Architect ("DSA"), OPSC and California Department of Education in connection with scope of services identified in Amendments.

5.3 [Not Used]

5.4 Non-Design Pre-Construction Services

Engineer shall perform all non-design pre-construction engineering services required for the work of improvement that is described in any fully executed and approved amendment to this agreement (see *Exhibit A or B*).

5.5 **Design Services**

Engineer shall perform the engineering design services required for the work of improvement that is described in any fully executed and approved amendment to this agreement (see *Exhibit A or B*)

5.6 [Not Used]

5.7 Construction Phase for a Work of Improvement

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed.

- 5.7.2 [Not Used]
- 5.7.3 [Not Used]
- 5.7.4 The Engineer shall provide prompt and timely direction to the District, Project inspectors and/or Contractor as to the interpretation of Contract Documents. Engineer shall respond to all requests for information ("RFI's") from a Contractor within fourteen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of a work of improvement and is causing, or may cause, delay, in which case the Engineer shall respond as soon as reasonably possible, if not immediately. If the Engineer is not able to take action within the time required due to reasons beyond Engineer's control, the Engineer may take action within a reasonable period of time under the circumstances; however, the Engineer shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Engineer cannot take action within the time required, what the Engineer is doing to expedite its response, when the Engineer expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs.
- 5.7.5 Based on information provided by the Contractor and Engineer's own knowledge of a work of improvement (including documents in Engineer's possession or reasonably available to it), Engineer shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the District upon completion of a work of improvement. While Engineer cannot guarantee precise accuracy of such drawings, Engineer shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Engineer shall have no responsibility for their conformity to field conditions, except that in the event that the Engineer, consistent with standards of due care, becomes aware of non-conformity with field conditions, Engineer shall have a duty immediately to notify the District in writing. Engineer shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractor.
- 5.7.6 The Engineer shall prepare and submit any notifications regarding excavation in areas which are known or suspected to contain subsurface installations under Government Code section 4216, *et seq*.
- 5.7.7 The Engineer shall, at all times, have access to a work of improvement wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the District shall provide such access so that the Engineer may perform its functions under the Agreement and Contract Documents.
- 5.7.8 In the discharge of its duties of observation and interpretation, the Engineer shall require Contractors to comply with the Contract Documents, and shall guard the District against defects and deficiencies in the work of the Contractor. The Engineer shall advise and consult with the District and inspectors concerning the Contractor's compliance with the Contract Documents

and shall assist the District and inspectors in securing the Contractor's compliance.

Engineer must supervise, coordinate, and manage the compliance of all parties, including the District's Inspector of Record/Project Inspector ("IOR"), Contractor, any Construction Manager, laboratories, District, and architect, with the DSA Construction Oversight Process.

The Engineer must comply with any applicable requirements of the DSA Construction Oversight Process.

The Engineer shall be responsible for any additional DSA fees and delay damages related to review of proposed changes to the DSA-approved construction documents, to the extent Engineer's negligence, recklessness or willful misconduct caused the additional DSA fees, and for delay damages to the extent required under Section 5.7.20.2 below.

- 5.7.9 The Engineer shall visit the site, both as the Engineer deems necessary and as requested by the District, but under no circumstances less than weekly, to maintain familiarity with the quality and progress of a work of improvement, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that a work of improvement is progressing in substantial accordance with the Contract Documents.
- 5.7.10 The Engineer shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Engineer will exercise reasonable care in the discharge of Engineer's obligation to discover significant defects and faults.
- 5.7.11 The Engineer shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with a work of improvement design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of a work of improvement is impacted in which case Engineer shall take such action as soon as possible. If Engineer is not able to take such action within the required time due to reasons beyond Engineer's control, the Engineer may take action within a reasonable period of time under the circumstances; however, the Engineer shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Engineer cannot take action within the time required, what the Engineer is doing to expedite its response, when the Engineer expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs. The Engineer will have the authority to reject work and materials which do not conform to the Contract Documents. The Engineer's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Engineer's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Engineer will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Engineer will also recommend substitution of materials or equipment

when, in the Engineer's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

- 5.7.12 Engineer shall assist the District in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.
- 5.7.13 The Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Engineer shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Engineer, unless due to Wrongful Acts or Omissions.
- 5.7.14 The Engineer shall make such regular reports as shall be required by agencies having jurisdiction over a work of improvement and keep the District informed in writing of the progress of the Project.
- 5.7.15 The Engineer will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Engineer is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Engineer nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

Unless indicated otherwise, with respect to asbestos and asbestos containing materials, the parties acknowledge that the Engineer has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. Engineer shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith.

When construction is properly completed, Engineer shall provide such certification as to Hazardous Substances as may be required of engineers for such projects by the OPSC.

5.7.16 Based on the Engineer's observations, and an evaluation of each Project Application for Payment, the Engineer will estimate the amount of work completed by Contractor, and assist the District in (a) determining the amount owing to the Contractor, and (b) issuing Certificates for

Payment incorporating such amount, all in accordance with the Contract Documents.

- 5.7.17 Notwithstanding anything else in this Agreement, as a part of its Basic Services the Engineer shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District, including but not limited to claims made against the District as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. Engineer agrees to toll all statutory periods of limitations for District's claims, lawsuits or other proceedings against Engineer which arise out of, or are related to, any claims by Contractors against District until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Engineer, and after such termination, District may pursue claims, lawsuits or other proceedings against Engineer.
- 5.7.18 The Engineer will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of a work of improvement.
- 5.7.19 The Engineer shall recommend, prepare and process all necessary change orders. Payment of fees to the Engineer as a result of change orders shall be handled as follows:
- 5.7.19.1 District-initiated change orders. If a change order is initiated by the District, the Engineer's fee for services related to such change order shall be paid as an Additional Service under Articles 4 and 6. If a change order is solicited by the District but not subsequently authorized by the District, the Engineer shall be paid for time spent on the proposed change order.
- 5.7.19.2 Change orders due to Engineer. When a change order is necessitated as a result of Wrongful Acts or Omissions, the Engineer's services in connection with that change order are not compensable and Engineer shall not include those services on any invoice.
- 5.7.19.3 Change orders beyond District or Engineer control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.
- 5.7.20 Notwithstanding any other provision of this Agreement, in the event a change order is caused by, or necessitated as a result of, Wrongful Acts or Omissions, or the District otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Engineer shall be responsible for the following:
- 5.7.20.1 In the event of such a change order, Engineer shall be responsible for the difference between (a) what the contractor would have added to its original bid or proposal for a work of improvement if the Wrongful Act or Omission had not occurred (i.e., the "added value" portion of the change order), and (b) what the contractor charges the District in the change order.

The amount of added value of any change order work shall be based on the circumstances of the Engineer's Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties' intent that the District should pay no more than what the District would have paid if the Wrongful Act or Omission had not occurred.

5.7.20.2 In addition, Engineer shall be responsible for any other costs or damages which the District incurs as a result of Wrongful Acts or Omissions, including but not limited to any delay damages the District pays to, or cannot collect from, Contractor or any third party.

The District may back charge, and withhold payment from, the Engineer for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so back charges and withholds, upon Engineer's request District and Engineer shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Engineer as described above. If District and Engineer do not reach agreement on all four of these items when meeting and conferring, then District and Engineer shall use mediation in good faith to resolve the dispute. If mediation fails, then either District or Engineer can initiate a court action to resolve the dispute.

5.7.21 [Not Used]

5.7.22 The Engineer shall assist the District in determining the date of final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor. Engineer shall also perform a warranty review with District 30-60 days before expiration of the specified warranty on a work of improvement.

5.7.23 [Not Used]

5.7.24 Engineer shall make reasonable professional efforts so that the finished a work of improvement complies with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Engineer has violated any of the above-referenced laws, or District, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Engineer shall remedy the violation at its own cost. Engineer shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of this paragraph due to Engineer's negligence, recklessness or willful misconduct. The Engineer shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of a work of improvement not employed or retained by Engineer, nor shall Engineer be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Engineer's design is reviewed by DSA. In the event that the Engineer is or becomes aware of possible noncompliance with the foregoing standards, Engineer shall have a duty immediately to notify the District in writing of the possible non-compliance.

5.8 **Use of Previously Prepared Materials.** In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Engineer, whether supplied by District or by Engineer, which are relied upon, altered or otherwise utilized by Engineer, Engineer shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Engineer under this Agreement.

ARTICLE 6 ADDITIONAL SERVICES TO BE RENDERED BY ENGINEER

- 6.1 "Additional Services" shall be provided by Engineer if authorized and directed in writing by District. Compensation for Additional Services shall be paid based on the hourly rates in Section 4.8 and as otherwise set forth in this Agreement and the addendum that added the work of improvement to the Project. Any services performed by Engineer without such written authorization and direction shall be presumed to be Basic Services.
- 6.2 The following is a list of services that are not included in the Basic Services to be provided under this Agreement for the Project, and will be performed only in accordance with Article 6.1, above:
 - 6.2.1 providing financial feasibility or other special studies;
- 6.2.2 providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;
- 6.2.3 providing coordination of Project performed by separate contractors or by the District's own forces;
- 6.2.4 providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;
- 6.2.5 making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the District's approval of Contract Documents or are due to other causes not within the control of the Engineer;
- 6.2.6 providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;
 - 6.2.7 providing services made necessary by the default of the Contractor;

- 6.2.8 preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Engineer's or its consultants' alleged Wrongful Acts or Omissions;
- 6.2.9 providing services of consultants for other than the normal engineering services for the Project;
- 6.2.10 providing services related to change orders requested by the District, but which are not subsequently authorized (see second sentence of Section 5.7.19.1), above; and
- 6.2.11 providing any other services not otherwise included in the Agreement and not customarily furnished in accordance with generally accepted engineering practice.

ARTICLE 7 RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

- 7.1 pay all fees required by any reviewing or licensing agency;
- 7.2 designate a representative authorized to act as a liaison between the Engineer and the District in the administration of this Agreement and the Contract Documents;
- 7.3 furnish, at the District's expense, the services of a Project Inspector;
- 7.4 review all documents submitted by the Engineer and advise the Engineer of decisions thereon within a reasonable time after submission;
- 7.5 issue appropriate orders to Contractors through the Engineer;
- 7.6 furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Engineer;
- 7.7 furnish the services of consultants not routinely provided by the Engineer when such services are reasonably required by the scope of the Project and are requested by the Engineer;
- 7.8 provide asbestos review and abatement, identifying materials which may qualify for same;
- 7.9 furnish available as-built drawings for buildings and utilities systems related to the Project, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Engineer; and the District will also provide information regarding programmatic needs and specific equipment selection data;

- 7.10 furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Engineer; and
- 7.11 furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the District becomes aware; however, the District's failure to do so shall not relieve the Engineer of Engineer's responsibilities under Title 21, Title 24, and the Field Act for this Project and under this Agreement.

ARTICLE 8 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

- 8.1 Prior to the commencement of services for each work of improvement added to the Project under this Agreement, the Engineer shall furnish to the District a certificate of insurance, Additional Insured Endorsement and Declarations Page for the period covered by this Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the Engineer and District against loss from liability imposed in relation to such services for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Engineer, or otherwise resulting directly or indirectly from the Engineer's operations in the performance of this Agreement. The District shall be named as an additional insured on all such policies.
- 8.2 The following insurance shall be maintained by the Engineer for the Project in full force and effect during the entire period of performance of the Project, including any extensions, and shall be written, to the extent reasonably available, on an "occurrence" basis: Commercial general liability insurance shall be in amounts not less than Two Million Dollars (\$2,000,000) general aggregate, Two Million Dollars (\$2,000,000) personal and advertising injury aggregate, with a per occurrence limit of One Million Dollars (\$1,000,000); and Automobile liability insurance covering motor vehicles shall be in an amount not less than One Million Dollars (\$1,000,000) combined single limit. If liability insurance is not reasonably available on an occurrence basis, Engineer shall provide liability insurance on a claims-made basis.
- 8.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability. Said insurance shall also include a waiver of any subrogation rights as against the District.
- 8.4 Should any of the required insurance be provided for the Project under a claims-made form, Engineer shall maintain such coverage continuously throughout the term of this Agreement, and

without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the completion of the Project (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. Nothing herein shall in any way limit or diminish Engineer's obligations to the District under any provision, including any duty to indemnify and defend the District.

- 8.5 The Engineer's insurance policies for the Project shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage. The Engineer shall name, on any policy of insurance required for the Project, the District as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability for the Project shall not be reduced by the existence of such other insurance. Engineer shall not commence work on services under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements for such services have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Engineer shall produce a copy of any insurance policy required under this Article upon written request of the District.
- 8.6 At the time of making application for any extension of time on the Project, Engineer shall submit evidence that all required insurance will be in effect during the requested additional period of time.
- 8.7 If the Engineer fails to maintain such insurance for the Project, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable during the Project on account of the Engineer's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Engineer under this Agreement.
- 8.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Engineer may be held responsible for the payment of damages resulting from the Engineer's operations during the Project.
- 8.9 Each of Engineer's consultants on the Project shall comply with this Article, and Engineer shall include such provisions in its contracts with them.
- 8.10 Insurance companies providing the above policies on the Project shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.
- 8.11 Any failure to maintain any item of the required insurance on the Project may, at District's sole option, be sufficient cause for termination of this Agreement.

ARTICLE 9 WORKER'S COMPENSATION INSURANCE

- 9.1 Prior to the commencement of services for each work of improvement added to the Project under this Agreement, the Engineer shall furnish to the District satisfactory proof that the Engineer and all engineers, experts, consultants and subcontractors the Engineer intends to employ have taken out, for the period covered by this Agreement, workers' compensation insurance for the Project with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. All such insurance shall include a waiver of any subrogation rights as against the District. If the Engineer employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period of the Project including any extensions of time. If the Engineer is self-insured, the Engineer shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District for each Project.
- 9.2 Prior to the commencement of services for each work of improvement added to the Project under this Agreement, the Engineer shall furnish to the District satisfactory proof that the Engineer and all engineers, experts, consultants and subcontractors the Engineer intends to employ have taken out employer's liability insurance or the Project with an insurance carrier satisfactory to the District. During the course of Engineer's services, if Engineer ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Engineer shall furnish such satisfactory proof of insurance to the District. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Engineer is self-insured, the Engineer shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District for each Project.

ARTICLE 10 ERRORS AND OMISSIONS INSURANCE

- 10.1 Prior to the commencement of services for each work of improvement added to the Project under this Agreement, the Engineer shall furnish to the District satisfactory proof that the Engineer has, for the period of such services, errors and omissions insurance on an occurrence basis, with limits of at least One Million Dollars (\$1,000,000) and with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000). If errors and omissions insurance is not reasonably available on an occurrence basis, Engineer shall provide errors and omissions insurance on a claims-made basis.
- 10.2 Each of Engineer's professional sub-consultants (including consultants of Engineer's) on the

Project shall comply with this Article 10, and Engineer shall include such provisions in its contracts with them.

- 10.3 Said errors and omissions insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.
- 10.4 Should any of the above required insurance be provided for the Project under a claims-made form, Engineer shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Engineer's obligations to the District under any provision, including any duty to indemnify and defend the District.
- 10.5 Engineer shall not commence work on the Project under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval. Thereafter Engineer shall produce a copy of any insurance policy required under this Article upon written request of the District.
- 10.6 At the time of making application for any extension of time on the Project, Engineer shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.
- 10.7 If the Engineer fails to maintain such insurance on the Project, the District may, but shall not be required to, take out such insurance, and may deduct and retain the amount of the premiums from any sums due the Engineer under this Agreement.
- 10.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Engineer may be held responsible for the payment of damages resulting from the Engineer's operations on the Project.
- 10.9 Each of Engineer's consultants on the Project shall comply with this Article, and Engineer shall include such provisions in its contracts with them.
- 10.10 Insurance companies providing the above policies on the Project shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.
- 10.11 Any failure to maintain any item of the required insurance on the Project may, at District's sole option, be sufficient cause for termination of this Agreement.

ARTICLE 11 COMPLIANCE WITH LAWS

11.1 Engineer shall be familiar with, and Engineer and Engineer's design shall comply with, all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA").

ARTICLE 12 TERMINATION OF AGREEMENT

12.1 **Termination by District** – This Agreement in its entirety, or only as to an amendment for a work of improvement added to the Project (see *Exhibits A and B*), or only as to a portion thereof, may be terminated, or the Project may be canceled, by the District for the District's convenience and without cause at any time immediately upon written notice to the Engineer. In such event, the Engineer shall be compensated for (a) all Basic or Additional Services completed, and Reimbursable Expenses incurred, on the Project under this Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, on the Project after termination which are authorized by the District in writing, and (c) any costs incurred on the Project by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Engineer shall perform any and all Basic and Additional Services on a Project necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Engineer, the District may also terminate the Agreement in its entirety, or only as to an amendment for a work of improvement added to the Project (see Exhibits A and B), or only as to a portion thereof, for cause by delivering written Notice of Intent to Terminate to the Engineer. Such Notice shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Engineer must cure such breach. In response to such Notice, if the Engineer fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Agreement in its entirety, or only as to an amendment for a work of improvement added to the Project (see Exhibits A and B), through written notice delivered to the Engineer, which shall be effective upon such delivery. In such event, the Engineer shall be compensated for all services completed under this Agreement through the date of termination, together with compensation for such services performed after termination on the Project which are authorized by the District in writing, but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Engineer shall perform any and all services necessary to complete the work in progress as of the date of the termination.

12.2 **Termination by Engineer** – For any material breach of contract by the District on the Project other than one related to a payment or invoice dispute as described in Section 4.4 of this Agreement, the Engineer may partially terminate the Agreement as to the work of improvement to which the payment or invoice dispute relates (but not as to the rest of the Project) by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably commence to cure such breach, (3) the status of services completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress on the work of improvement. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Engineer may partially terminate the Agreement as to that work of improvement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Engineer, Engineer shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, on that work of improvement under this Agreement through the date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing. Upon the District's written request and authorization, Engineer shall perform any and all Basic and Additional Services necessary to complete the work in progress on that work of improvement as of the date of termination.

12.3 Miscellaneous Termination Provisions

12.3.1 Following the termination of this Agreement in its entirety, or only as to an amendment (see *Exhibits A and B*), for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by the Engineer, not only as they relate or may relate to the Project under the Agreement (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to the Project under the Agreement (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. Engineer shall promptly make any such documents or materials available to the District upon request without additional compensation.

12.3.2 In the event of the termination of this Agreement in its entirety, or only as to an amendment (see *Exhibits A and B*), for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by

the Engineer or any of its agents for the Project under this Agreement shall immediately upon request by the District be delivered to the District. Engineer may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Engineer may have against the District or a claim by the Engineer to an ownership interest in the intellectual property embodied in the documents or materials.

ARTICLE 13 ENGINEER AN INDEPENDENT CONTRACTOR

13.1 It is specifically agreed that in the making and performance of this Agreement, the Engineer is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

ARTICLE 14 STANDARDIZED MANUFACTURED ITEMS

14.1 The Engineer shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project under this Agreement. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

ARTICLE 15 OWNERSHIP OF DOCUMENTS

- 15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Engineer for the Project under this Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316.
- 15.2 The Engineer will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Engineer for the Project under this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Engineer's files for a period of no less than fifteen (15) years. Engineer shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

ARTICLE 16 LICENSING OF INTELLECTUAL PROPERTY

- 16.1 This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Engineer for the Project under this Agreement, not only as they relate or may relate to the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) under Education Code Section 17316. The Engineer shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed on the Project under this Agreement.
- 16.2 The compensation for the Project under this Agreement includes compensation not only for any use in connection with the Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to the Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District reuses the plans prepared by the Engineer for a Project and retains a certified engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Engineer and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).
- 16.3 Engineer represents and warrants that Engineer has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Engineer or its consultants prepares or causes to be prepared for the Project under this Agreement. Engineer shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of Article 16 due to Engineer's negligence, recklessness or willful misconduct. The Engineer makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Engineer and provided to Engineer by the District.

ARTICLE 17 ACCOUNTING RECORDS OF ENGINEER

17.1 Engineer's records of accounts regarding the Project under this Agreement shall be kept in accordance with generally accepted accounting principles and shall be available to the District or its authorized representative at mutually convenient times. District has the right to audit Engineer's records and files regarding any of the work Engineer performed for District on the Project during or after the Project. District shall be given reasonable access to Engineer's records and files for audit purposes within ten (10) days of receipt of District's request. Engineer shall keep and maintain these records and files for ten (10) years.

ARTICLE 18 INDEMNITY

18.1 Engineer Indemnification. To the fullest extent permitted by law, including California Civil Code section 2782.8, the Engineer shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees ("District Indemnitees") against claims to the extent that they arise out of, pertain to, or relate to negligence, recklessness or willful misconduct of the Engineer, the Engineer's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed on the Project under this Agreement.

The Engineer's defense obligation shall consist of payment of 50% of the attorneys' fees, experts' fees, and all other litigation costs incurred in the District's defense ("Defense Costs"), with such payment occurring within thirty (30) days of Engineer's receipt of each invoice for such Defense Costs. After conclusion of the action against the District Indemnitees (including all appeals), the District shall reimburse the Engineer for any amount of Defense Costs paid by Engineer in excess of the proportional fault of the Engineer to the extent specified in a settlement agreement, arbitration award, or verdict; or Engineer shall reimburse the District for any amount of Defense Costs paid by District in excess of the proportional fault of the parties other than the Engineer to the extent specified in a settlement agreement, arbitration award, or verdict.

For purposes of this Article 18.1 only, "claims" means all claims, demands, actions and suits brought by third parties against the District Indemnitees for any and all losses, liabilities, costs, expenses, damages and obligations.

If one or more defendants is/are unable to pay its/their share of Defense Costs due to bankruptcy or dissolution of the business, the Engineer shall meet and confer with other parties regarding unpaid Defense Costs.

This indemnification shall apply to all liability, as provided for above, regardless of whether

any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Engineer.

18.2 District Indemnification for Use of Third Party Materials. The District shall defend, indemnify, and hold harmless the Engineer and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Engineer's completion, use or re-use of that former design professional's designs or contract documents in performing this Agreement. Engineer shall be entitled to such indemnification only if each of the following conditions are met: (a) Engineer actually re-draws or completes such other designs or contract documents; (b) Engineer complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Engineer with the previously prepared documents or materials; and (d) District expressly requests that the Engineer utilize the designs or contract documents in question. By providing this or any other indemnification in this Agreement, District does not waive any immunities.

ARTICLE 19 TIME SCHEDULE

- 19.1 **Time for Completion.** Time is of the essence for performance of the Services under this Agreement. The Engineer shall timely complete its Services for the Project as expeditiously as possible and according to the schedules provided in the fully executed and approved amendments for works of improvement (see *Exhibits A and B*).
- 19.2 **Delays.** The District recognizes that circumstances may occur beyond the control of either the District or the Engineer and extensions for such delays may be made to the schedule for a work of improvement if approved by the District. Any time during which the Engineer is delayed in the Engineer's work on a work of improvement by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Wrongful Acts or Omissions, shall be added to the time for completion of any obligations of the Engineer. District shall not be liable for damages to the Engineer on account of any such delay.

ARTICLE 20 MISCELLANEOUS PROVISIONS

- 20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County in which the District maintains its district office, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- 20.2 The Engineer shall not assign or transfer any or all of its rights, burdens, duties or obligations

under this Agreement without the prior written consent of the District.

20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

District: Oakland Unified School District

955 High Street

Oakland, California 94601

Attention: Preston Thomas, Chief System and Services Officer, Facilities

Planning and Management

Engineer: Jensen Hughes, Inc.

1220 Concord Avenue, Suite 400

Concord, CA 94520

Attention: Doug Cuthbert, Operations Leader

20.4 This Agreement shall inure to the benefit of and shall be binding upon the Engineer and the District and their respective successors and assigns.

20.5 If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

20.6 The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

- 20.7 Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Engineer.
- 20.8 This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. The Engineer, by the execution of this Agreement, acknowledges that the Engineer has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- 20.9 The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's professional materials. The Engineer's materials shall not include the District's confidential or proprietary information if the District has previously advised the Engineer in writing of the specific information considered by the District to be confidential or proprietary.
- 20.10 Prior to executing this Agreement or an amendment based on <u>Exhibit A or B</u>, the Engineer shall submit a certification if required by Public Contract Code section 3006(b) for roofing projects and if not already done.

- 20.11 If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover all of its litigation expense, costs and fees from the other party, including reasonable attorneys' and experts' fees.
- 20.12 A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute (including a dispute related to indemnity by the Engineer for claims against the District by a contractor based on allegations of deficiencies in the Engineer's plans or specifications). The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.
- 20.13 Engineer shall at all times comply with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1. Before performing any Services, Engineer shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required certification (see *Exhibit D*).

Engineer further agrees and acknowledges that if at any time during the Term of this Agreement Engineer learns or becomes aware of information which differs in any way from the information learned as a result of compliance with the above requirements, or Engineer adds personnel who will provide Services under this Agreement, Engineer shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

- 20.14 Prior to performing any Services, Engineer shall prepare, execute, and submit all forms that may be required by law for this Agreement or an amendment, including but not limited to a roof project certification (Public Contract Code §3006), disabled veteran business enterprises ("DVBE") certification (Education Code §17076.11), and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Engineer shall use the District's versions of these forms, which the District shall make available upon request.
- 20.15 Sanctions in Response to Russian Aggression. The District requires Engineer to comply with the Governor's March 4, 2022, Executive Order N-6-22 ("Order") relating to any existing sanctions imposed by the United States government and the State of California in response to Russia's actions in Ukraine, including additional requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.
- 20.16 [Not Used]
- 20.17 The following forms, attached to the proposal, are incorporated into the contract:
 - Roof project certification (if required; see Public Contract Code §3006).

- Fingerprinting Notice and Acknowledgement.
- Iran Contracting Act Certification.
- Workers' Compensation Certification.
- Drug-Free Workplace Certification.
- Buy American Certification.
- Local Business Participation Form.

Within ten (10) days after award and before commencement of the services, the signed agreement and insurance documentation shall be submitted to the District.

DISTRICT: OAKLAND UNIFIED SCHOOL DISTRICT **ENGINEER:** Jensen Hughes, Inc Page 4/11/2024 Benjamin Davis, President, Date **Board of Education** Mayhn france, 4/11/2024 Kyla Johnson-Trammell, Doug Cuthbert, Operations Leader Date Superintendent & Secretary, Board of Education March 12, 2024 Date Preston Thomas, Chief Systems & Date Services Officer, Facilities Planning & Management

Jenine A. Lindsey Mar 19, 2024

SD General Counsel

Approved as to Form:

Date

Exhibit ARATE SCHEDULE



Billing Rate Schedule for Various Oakland Unified School District Projects

Billing Rates will be based on the following schedule. Billing Rates stated herein are valid through December 31, 2024. Fees for work performed beyond this date will be reviewed and negotiated with the District.

Labor Category	Rate
Technical Fellow	Various
Sr Consultant 5	\$340
Sr Consultant 4	\$320
Sr Consultant 3	\$310
Sr Consultant 2	\$295
Sr Consultant 1	\$285
Consultant 4	\$265
Consultant 3	\$240
Consultant 2	\$225
Consultant 1	\$215
Associate 4	\$195
Associate 3	\$185
Associate 2	\$165
Associate 1	\$150
Technician / Intern	\$110
Project Administrator	\$125
Administrator	\$100

Confidential and Proprietary.

Exhibit B PROJECT SCHEDULE

Contract Term: Intended Start: April 11, 2024 Intended End: April 10, 2029

Exhibit C SCOPE OF SERVICES



1. Letter of Interest

October 12, 2023

Kenya Chatman, Executive Director of Facilities
Oakland Unified School District
Department of Facilities Planning and Management
955 High Street, Oakland, CA 94601
SOQ sent via email: Juanita Hunter at juanita.hunter@ousd.org, kenya.chatman@ousd.org and colland.jang@ousd.org

RE: Statement of Qualifications

Fire Alarm, Intrusion Alarm and Fire Sprinkler Engineering Services for Various School Sites

Dear Ms. Chatman,

The Oakland Unified School District (District) is creating a pre-qualified pool of fire alarm and building safety engineering firms so the District can execute "standby" agreements with selected firms. The District has worked with Jensen Hughes since 2004, making us more than qualified to aid the District staff with fire, intrusion alarm, and fire sprinkler engineering services. Our Project Manager, David Secoda, has been working with you for over 17 years, offering the benefit of no learning curve in providing the requested support services.

Our enclosed Statement of Qualifications showcases our fire alarm, intrusion alarm and fire sprinkler engineering experience. Whether a new facility to expand the benefits to your students and staff or modernize an existing facility, we have the expertise and capacity to support the District with any upcoming project. We support your mission to focus on high academic achievement while serving the whole child, eliminating inequity, providing each child with excellent teachers, all while ensuring the safety and security of each student and staff member and we offer the following benefits to the District:

- **+ Local Presence with Global Backing:** In addition to the local support from our Concord, CA office, we have 200⁺ licensed fire protection engineers in 90⁺ global offices. With such a deep bench, we can offer the experience of working with a small company backed by the resources of a large firm.
- Multiple Disciplinary Teams: Besides our fire alarm services, we provide fire protection, code compliance, accessibility, hazardous materials, security risk consulting, emergency management and training services. Due to recent events, school emergency plans must be continually updated to reflect a variety of threats, such as natural disasters, terrorist attacks, violent incidents on campuses and public health emergencies, including pandemic events.
- **+ DSA Support:** We have supported DSA's Fire and Life Safety Compliance goals for 25⁺ years. Our services to DSA have included reviewing school projects for compliance with the California Building Code and California Fire Code requirements. Our experience with DSA standards and operations helps expedite the approval process so project schedules can be met.

Required Statements

- Jensen Hughes received a copy of the District's Agreement attached as Exhibit A to the RFQ. Jensen Hughes has reviewed the indemnity provisions in Exhibit A and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, Jensen Hughes has no objections to the use of the Agreement.
- + Jensen Hughes certifies that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

Additional Requested Information

Legal Name: Jensen Hughes Inc., 3610 Commerce Drive, Suite 817, Baltimore, MD 21227 **Local Office:** 1220 Concord Avenue, Suite 400, Concord, CA 94520, Phone: +1 925 938 3550

Email: dsecoda@jensenhughes.com

Dai Day Sevel

David Secoda is authorized to submit this SOQ on behalf of Jensen Hughes.

We appreciate the opportunity to submit our statement of qualifications to continue to partner with the District. Once you have had a chance to review our SOQ, please do not hesitate to contact David at +1 925 208 0598 or dsecoda@jensenhughes.com to discuss the next steps.

Sincerely,

Jensen Hughes

David Secoda, SET Senior Consultant

Exhibit D FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FORM

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET

(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

- 1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
- 2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment A* to this Notice.
- 3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment B* to this Notice.
- 4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
- 5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a).

(Education Code §45125.1(h).)

I, as Operations Leader [insert "owner" or officer title] of Jensen Hughes, Inc.
[insert name of business entity], have read the foregoing and agree that Jensen Hughes, Inc.
[insert name of business entity] will comply with the requirements of Education
Code §45125.1 as applicable, including submission of the certificate mentioned above.
Dated: _ March 12, 2024
Name: Doug Cuthbert
Signature:
Title: Operations Leader

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of

Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220: (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name:	Jensen Hughes, Inc.
Date of Entity's Contract with District:	June 2, 2023
Scope of Entity's Contract with District:	Sprinkler design and consulting services
title] for Jensen Hughes, Inc.	n the Assistant Secretary and General Counsel [insert "owner" or officer [insert name of business entity] ("Entity"), which 2023, with the District for sprinkler design and consulting.
fingerprints and who may interact with p Education Code section 45122.1; and (2) section 45125.1, including but not limited	ny of its employees who are required to submit upils, have been convicted of a felony as defined in the Entity is in full compliance with Education Code d to each employee who will interact with a pupil control of the pupil's parent or guardian having a valid in Education Code section 44237.
I declare under penalty of perjury that the knowledge.	e foregoing is true and correct to the best of my
Ty _F Titl	nature: MING WMG ped Name: Dina J. Wong le: Assistant Secretary and General Counsel ity: Jensen Hughes, Inc.

TWANG3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

3 · · · · · · · · · · · · · · · · · · ·					
PRODUCER License # 0C36861	CONTACT NAME:				
Alliant Insurance Services, Inc. 560 Mission St 6th Fl		FAX (A/C, No):			
San Francisco, CA 94105	E-MAIL ADDRESS:				
	INSURER(S) AFFORDING COVERAGE		NAIC #		
	INSURER A: Charter Oak Fire Insurance Com	pany	25615		
INSURED	INSURER B : Travelers Property Casualty Company of America 25674				
Jensen Hughes Inc.	INSURER C : Starr Surplus Lines Insurance C	13604			
3610 Commerce Drive Ste 817	INSURER D :				
Baltimore, MD 21227	INSURER E :				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

	XCLUSIONS AND CONDITIONS OF SUCH I								
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMIT	s	
Α	X COMMERCIAL GENERAL LIABILITY				,,,,,,	\	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	Х	Х	P-630-9R157166-COF-23	3/15/2023	3/15/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
							MED EXP (Any one person)	\$	10,000
							PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:							\$	
В	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO	X	X	BA-9R228458-23-43-G	3/15/2023	3/15/2024	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
В	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	1,000,000
	EXCESS LIAB CLAIMS-MADE			CUP-9R228956-23-43	3/15/2023	3/15/2024	AGGREGATE	\$	1,000,000
	DED RETENTION \$							\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N	N/A	X	UB-9R229222-23-43-G	3/15/2023	3/15/2024	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)	N / A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
С	Professional			1000600146231	3/15/2023	3/15/2024	Per Claim/Agg	•	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: OUSD Child Care Services Medical Therapy Unit at Santa Fe Campus; JH Project No. 1DMS23005

The Distric and Districy Parties are included as additional insureds with respect to general liability and auto liability policies on a primary and non-contributory basis as required by written contract per attached endorsement. A waiver of subrogation applies to general liability, auto liability, and workers' compensation policies as required by written contract per attached endorsement.

CERTIFICATE HOLDER	CANCELLATION

Oakland Unified School District 955 High Street Oakland, CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

	DIVISION OF FACILITIES PLANNING & MANAGEM	IENI KU	UTING FORM
	Project Information		
Project Name	Master Standby Agreement for Fire, Intrusion, Fire Sprinkler Engineering Services	Site	918
	Basic Directions		
Services	cannot be provided until the contract is awarded by the Board <u>or</u> is ente authority delegated by the Board.	red by the S	Superintendent pursuant to
Attachment Checklist	 x Proof of general liability insurance, including certificates and endorsement x Workers compensation insurance certification, unless vendor is a sole process. 		ct is over \$15,000
	Contractor Information		

	Contra	ctor Informatio	n				
Contractor Name	Jensen Hughes, Inc.	Agency's Co	ntact	David Secoda			
OUSD Vendor ID#	002281	Title		Manager			
Street Address	1220 Concord Avenue, Ste. 400	City	Concord	State	CA	Zip	94520
Telephone	925-257-5145	Policy Expire	s		of .	-1.	
Contractor History	Previously been an OUSD contractor	? X Yes □ No	Worl	ked as an OUSE	emple	oyee? [Yes X No
OUSD Project #	24105						

Ser Contilling	Term	of Original/Amended Contract	
Date Work Will Begin (i.e., effective date of contract)	4-11-2024	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	4-10-2029
		New Date of Contract End (If Any)	

		Compens	ation/Revised Compensation		
If New Cont Contract Pri	ract, Total ce (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$0	
Pay Rate Po	er Hour (If Hourly)	\$	If Amendment, Change in Price	\$	
Other Expe	nses		Requisition Number		
If you	are planning to multi-fun	d a contract using LE	Budget Information P funds, please contact the State and Federal Office before	ore completing	g requisition.
Resource #	Funding Source		Org Key	Object Code	Amount
9021/9970	Fund 25	250-9021-0-99	970-8500-6289-918-9180-9000-9999-22105	6289	\$0

	Division Head	Phone	510-535- 7038	Fax	510-535-7050	
1.	Executive Director, Facilities Planning & Manageme	ent				
	Signatural (Mar 12, 2024 18:50 PDT)	Da	ate Approved	Mar 12, 2024		
_	General Counsel, OUSD	ALAMATA				
2.	Signature Jenine A. Lindsey	Da	ate Approved	Mar 19, 20	24	
	Chief System & Services Officer, Facilities Plannin	g and Management				
3.	Signature / Signature	_	Date Approved	3.13	8.24	
	Chief Financial Officer					
4.	Signature		Date Approved			
	President, Board of Education					
5.	Signature		Date Approved			